

KEATH YOUNG PMK 30B6 Vol II
FEDERAL INSUR. vs J. GALLANT ELECTRICAL

February 02, 2024
101-104

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1	UNITED STATES DISTRICT COURT	1	APPEARANCES OF COUNSEL CONT'D:
2	FOR THE DISTRICT OF RHODE ISLAND	2	
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4	FEDERAL INSURANCE COMPANY, C.A. NO.:	4	Attorney at Law
5	as Subrogee of the 1:22-cv-00123-MSM-IDA	5	of
6	TOWN of WESTERLY	6	MELICK & PORTER, LLP
7	vs.	7	One Richmond Square
8	J. GALLANT ELECTRICAL SERVICES,	8	Suite 230E
9	INC., and THE HILLER COMPANIES,	9	Providence, Rhode Island 02906
10	INC., d/b/a ADVANCED SAFETY	10	krocha@melicklaw.com
11	SYSTEMS INTEGRATORS, INC.	11	COUNSEL FOR FIREAWAY, LLC
12	vs.	12	
13	PERIPHERAL MANUFACTURING	13	
14	(Alias), FIREAWAY, LLC,	14	
15	Alias Fireaway, Inc., Alias,	15	
16	JOHN DOE CORP 1 through	16	
17	10, JOHN DOE ENTITIES 1 through	17	
18	10, and JOHN and JANE DOE 1	18	
19	through 10	19	
20		20	
21	(VOLUME II)	21	
22	R E M O T E	22	
23	V I D E O C O N F E R E N C E	23	
24	D E P O S I T I O N	24	
25	of	25	
	KEATH YOUNG		
	February 2, 2024		
	1:07 p.m.		
	REPORTER: Kerstin I. Haukebo		

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1	A P P E A R A N C E S	1	I N D E X
2	GUS SARA	2	WITNESS
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5	of	5	Examination - by Mr. DiMaio
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<p style="text-align: right;">Page 105</p> <p>1 THE REPORTER: Pursuant to Minnesota 2 Statute 486.10, subdivision 2(a), this is to inform you 3 that the firm I've been hired by, Esquire Deposition 4 Solutions, has a contract or agreement with 5 Carrara Dayian, Providence, that provides for ongoing 6 court reporting services not limited to this particular 7 case or proceeding. 8 If you have any objections, please state them 9 now for the record. Otherwise we will proceed with the 10 deposition. 11 THE WITNESS: None from me. 12 (No objections were stated by counsel.) 13 14 KEATH YOUNG, a witness, being first duly sworn, 15 testified on his oath as follows: 16 17 EXAMINATION 18 BY MR. DAYIAN: 19 Q. Okay. Mr. Young, can you hear me? 20 A. Yes, I can. 21 Q. Okay. So, ah, you're under oath like last 22 time. Same ground rules, if you don't hear a question 23 or understand a question, please let me know so I can 24 rephrase it or repeat it. If the Internet goes out, do 25 your best to let us know somehow, through the chat or</p>	<p style="text-align: right;">Page 107</p> <p>1 Q. Did you speak to Ms. Wong or the marketing 2 manager? 3 A. Not about this case. 4 Q. Okay. Do you have any other documents to 5 produce, other than what you, Fireaway, has previously 6 produced through your lawyer? 7 A. No, nothing new has come to light. 8 Q. Okay. So nothing in addition to all the other 9 records we have from you, yes? 10 A. Correct. 11 Q. Okay. Ah, I asked you last time about 12 branding, and I think you said, ah, most of the products 13 are branded with Fireaway branding; is that correct? 14 A. No, most of the products are branded with 15 Stat-X brand. Fireaway's the name of the company. 16 Q. And Stat-X is the brand? 17 A. Correct, S-t-a-t, dash, X. 18 Q. All right. And when products are shipped to a, 19 ah, distributor partner or to, ah, another addressee by 20 Fireaway, are those products branded with the Stat-X 21 brand? 22 A. As I stated, most of our products, yes. 23 Q. Most what? 24 A. Most of the products are, yes. 25 Q. And what's the exception?</p>
<p style="text-align: right;">Page 106</p> <p>1 whatever -- 2 A. Sure. 3 Q. -- method, ah, and, ah, we'll get rolling. 4 If you don't tell me that you don't hear or 5 understand a question, the assumption is that you heard 6 and understood. 7 Is that fair enough? 8 A. Yes. 9 Q. Okay. Ah, did you do any additional 10 preparation between your last deposition and today? 11 A. No. 12 Q. Okay. Did you do any research into any company 13 records or anything like that? 14 A. No. 15 Q. Did you talk to anybody in between, ah, your 16 last deposition and today regarding this deposition? 17 A. Yes. 18 Q. Other than counsel, who did you speak with? 19 A. I gave a brief summary to our CEO. 20 Q. Okay. And you just gave him a summary of your 21 deposition? 22 A. Verbal summary, yes. 23 Q. Okay. Did you, ah, speak to anybody else at 24 the company, other than that verbal summary? 25 A. No.</p>	<p style="text-align: right;">Page 108</p> <p>1 A. From approximately 2017 backwards, there was a 2 brand referred to as Aero-K. I mentioned that the other 3 day. That was a brand that Peripheral, ah, purchased 4 frequently. I don't know the beginning of that brand. 5 And over the course of the last year we've had a 6 different brand, called Salgrom-X, for a private-label 7 brand in Finland. 8 Q. Can you spell it. 9 A. S-a-l-g-r-o-m, dash, X. 10 Q. And Aero-K was -- ah, ended in 2017? 11 A. Approximately. I don't recall the exact time 12 frame. 13 Q. Was Aero-K manufactured by Fireaway? 14 A. Yes. 15 Q. Was Aero-K products distributed by Fireaway? 16 A. The only customer or distributor I can -- I'm 17 aware of that purchased Aero-K products was Peripheral. 18 Q. Okay. So with respect to Stat-X products, ah, 19 they're shipped from, ah, Minnesota? 20 A. Yes. 21 Q. And, ah, is the box printed with Stat-X or 22 Fireaway logos? 23 A. It is today, ah, but that's, ah -- was not the 24 case ten or -- ten years ago. 25 Q. When did that start, roughly?</p>

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<p style="text-align: right;">Page 109</p> <p>1 A. Approximately 2020. Prior to that it was just 2 a plain manila box. 3 Q. Okay. And what's in the box, ah, the product, 4 obviously? 5 A. Yes. 6 Q. And last time you mentioned, ah, material such 7 as warranty documents, installation documents, owner's 8 manuals -- 9 A. (Inaudible.) 10 Q. What? 11 A. Go ahead, I want to let you finish, sorry. 12 Q. -- owner's manuals, instructions, installation 13 materials. 14 Are those sort of documents in the box? 15 A. Yes, every unit, every device that we sell has 16 an owner's manual with it that provides installation 17 instructions, answers a lot of technical questions, and 18 every box also contains a cleanup, ah -- 19 what-to-do-in-case-of-cleanup document. 20 Q. And is that just a printed -- 21 A. Yes. 22 Q. -- leaflet? Okay. 23 A. It's an eight-by-eight-size pamphlet. 24 Q. And is the owner's manual like a -- printed, 25 or is it electronic, ah...</p>	<p style="text-align: right;">Page 111</p> <p>1 Q. Okay. Does the owner's manual address 2 warranty? 3 A. I'm not sure. 4 Q. Okay. Is there anything else -- besides the 5 owner's manual or the DEOM (sic) and the product 6 ordered, do you put in any other records or materials? 7 A. There's a lot of packaging materials involved 8 to protect the device and to, ah, you know, make sure it 9 arrives without damage. 10 Q. Okay. 11 A. And there would be, obviously, shipping 12 instructions that go with the package. 13 Q. And what about the invoice or purchase order? 14 Would that go in? 15 A. What's called a commercial invoice would go 16 with the shipping products, but it would not be in the 17 box. No, it would go with the shipping papers with the 18 carrier. 19 Q. A commercial shipping order? 20 A. Commercial invoice would go along with the 21 shipping papers, often referred to as a bill of lading, 22 BOL, would accompany the box or the pallet. 23 Q. And would that have the, ah, invoice or 24 purchase order information on it? 25 A. It would have a commercial invoice, which</p>
<p style="text-align: right;">Page 110</p> <p>1 A. It's printed. 2 Q. (Inaudible.) 3 A. Yeah, it's a printed eight-by-eight document, 4 multiple pages. 5 Q. And does the owner's manual -- is that what you 6 call it, owner's manual? 7 A. Yeah, it's a -- yeah, DIOM, it's an owner's 8 manual. That's what the OM stands for. 9 Q. What? Say it again. 10 A. DIOM, design installation owner's manual. 11 Q. And is that, ah -- do you have -- how thick is 12 that book? 13 A. Ah, it's eight-by-eight, eight inches by 14 eight inches. It's 20 pages, roughly. Sir, I'm sorry, 15 I don't recall the exact size. It's not super thick. 16 Q. Does it say Fireaway on it? 17 A. It -- Fireaway Inc. is on the bottom, yes, as 18 the producer, manufacturer of the product. 19 Q. And is Stat-X listed on it? 20 A. Yes, it would list the Stat-X devices. 21 Q. And if it was in the bygone era, ah, with 22 Aero-K, would it have Aero-K and then Fireaway on it? 23 A. I don't recall, as we haven't shipped one of 24 those in over six years. I'd have to -- I don't recall 25 what those old, ah -- old owner's manuals had on 'em.</p>	<p style="text-align: right;">Page 112</p> <p>1 usually does not contain dollar values of product but 2 contains what's in the shipment. There would not be -- 3 the carrier doing this would not have that type of 4 information. 5 Q. Okay. 6 A. They're just simply moving the product from 7 point A to point B. 8 Q. Does the commercial invoice have the address 9 it's being shipped to, obviously? 10 A. Yes. 11 Q. And it has Fireaway's information? 12 A. Yes. 13 Q. And does it have a listing of what's being 14 shipped? 15 A. Yes. 16 Q. And, ah, does it have a listing of who is being 17 billed for the product? 18 A. I believe it does, yes. 19 Q. Okay. It just is basically your invoice 20 without, ah -- without a, ah, listing of how much the 21 items are? 22 A. That's correct. 23 Q. Was that standard operating procedure? 24 A. To the best of my knowledge, that's standard 25 operating procedure, not just for us but for any carrier</p>

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<p style="text-align: right;">Page 113</p> <p>1 moving most any product.</p> <p>2 Q. And was Fireaway doing that back in 2011, as</p> <p>3 far as you know?</p> <p>4 A. To the best of my knowledge, yes.</p> <p>5 Q. And that's the covered practice?</p> <p>6 A. Yes.</p> <p>7 Q. Ah, the Fireaway website that we talked about</p> <p>8 last time, you would agree that's available to anybody</p> <p>9 on the Internet from Rhode Island. They can log onto</p> <p>10 that and look at your website?</p> <p>11 A. The website is available to anybody, that's</p> <p>12 correct.</p> <p>13 Q. And, ah, there's a portal that's available only</p> <p>14 to partner dealers; is that correct?</p> <p>15 A. Yes. We would refer to them as distributors or</p> <p>16 OEMs.</p> <p>17 Q. And they would have credentials to log in; is</p> <p>18 that right?</p> <p>19 A. That's correct.</p> <p>20 Q. Ah, your Fireaway website has a contact-us</p> <p>21 page.</p> <p>22 Are you aware of that?</p> <p>23 A. Yes, it does.</p> <p>24 Q. Ah, you have a section on the Fireaway website</p> <p>25 that indicates, "Talk to expert," ah, and if you click</p>	<p style="text-align: right;">Page 115</p> <p>1 Q. Okay. But you haven't seen your website</p> <p>2 recently, where it says, "Complete this form and we will</p> <p>3 get back to you"?</p> <p>4 A. No, sir. I don't need to go onto that</p> <p>5 website -- I can just walk down the hall to talk to</p> <p>6 folks -- so, sorry, I haven't seen it in a while.</p> <p>7 Q. Okay. You're aware that the Fireaway website</p> <p>8 has a frequently asked questions page?</p> <p>9 A. Yes, I'm aware of it.</p> <p>10 Q. Ah, and you're aware that the questions include</p> <p>11 product information, product specifications, how much</p> <p>12 does it cost, yes?</p> <p>13 A. I'm not aware of any details on that. Again, I</p> <p>14 have not looked at it in some time.</p> <p>15 Q. Are you aware that the website has frequently</p> <p>16 asked questions that go into space requirements?</p> <p>17 A. I'm not aware, but that would not surprise me.</p> <p>18 Q. What about a frequently asked question, "How is</p> <p>19 the system designed?"</p> <p>20 A. Again, I've not looked at those, ah -- the</p> <p>21 page. I'm not familiar with the question.</p> <p>22 Q. Do you know if the Fireaway website has a</p> <p>23 page that indicates "Request a quote"? Are you aware of</p> <p>24 that?</p> <p>25 A. I'm not aware of that.</p>
<p style="text-align: right;">Page 114</p> <p>1 on that there's a form to complete, with name, address,</p> <p>2 e-mail, telephone number.</p> <p>3 Do you agree with that? You're aware of that?</p> <p>4 A. I haven't looked at that recently, so I can't</p> <p>5 speak to what exactly you get.</p> <p>6 Q. Okay. Ah, you're not denying that's on your</p> <p>7 website?</p> <p>8 A. I'm not answering either direction.</p> <p>9 Q. You don't know?</p> <p>10 A. I have not looked at it recently.</p> <p>11 Q. Okay. Do you know if, ah, the website says,</p> <p>12 "Talk to an expert, complete the form, and we will get</p> <p>13 back to you"?</p> <p>14 A. I am not familiar with that exact page.</p> <p>15 Q. Okay. Do you know if anywhere on the Fireaway</p> <p>16 website, specifically on the contact page, it indicates</p> <p>17 that, ah, Fireaway will have a dealer get back to the</p> <p>18 person?</p> <p>19 A. Again, I'm not familiar with the page you're</p> <p>20 talking about.</p> <p>21 Q. Okay.</p> <p>22 A. Ah, it's common practice for us to refer, ah,</p> <p>23 inquiries out to our distributor network.</p> <p>24 Q. After you get an inquiry?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 116</p> <p>1 Q. Okay. Because you haven't looked?</p> <p>2 A. I'm just not aware.</p> <p>3 Q. Okay. Are you aware that your website provides</p> <p>4 what we call fire education?</p> <p>5 A. I'm aware that it's there, but if you're going</p> <p>6 to go into the details of it, I'm not familiar with the</p> <p>7 details.</p> <p>8 Q. Okay. Is that education available to anyone</p> <p>9 that clicks onto your website?</p> <p>10 A. To the best of my knowledge it is.</p> <p>11 Q. So I want to, ah, read you a statement and ask</p> <p>12 you if you ever heard of this before. Okay?</p> <p>13 A. All right.</p> <p>14 Q. "Stat-X are designed by trained, certified, and</p> <p>15 authorized distributors using a computer-aided design</p> <p>16 program that uses data on dimensions, areas of leakage,</p> <p>17 and location of unclosable openings, fire class, and</p> <p>18 other factors to arrive at a system tailored to the</p> <p>19 client's specific requirements. The design methods of</p> <p>20 calculation are part of our listing."</p> <p>21 Have you ever heard that statement before?</p> <p>22 A. That's a long statement. There are phrases in</p> <p>23 there that I have heard or are familiar with, but I</p> <p>24 cannot speak to that specific statement.</p> <p>25 Q. Are you aware that that's your Fireaway answer</p>

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<p style="text-align: right;">Page 117</p> <p>1 to a frequently asked question, "How is the system 2 designed?" 3 A. I'm not aware that that is exactly the answer, 4 no. 5 Q. You're not denying it, because you're not aware 6 of it? 7 A. That's correct. 8 Q. Okay. What is a listing -- "Design methods of 9 calculation are part of our listing" -- what's a 10 listing? 11 A. I don't know that answer. 12 Q. Okay. Are you aware that Fireaway, ah, prints 13 a report, ah, that can be verified, ah, to a licensing 14 agency regarding the design calculation, ah, and 15 methodology? 16 A. I'm aware that we have a report. Whether or 17 not it can be printed, I imagine that's -- any device 18 can probably print it. 19 Q. So when Fireaway, ah, sells a system, there's a 20 certain amount of design calculation that goes into 21 that, yes? 22 A. Ah, Fireaway sells our products to distributors 23 and they would do that design. 24 Q. Okay. I know I asked you about that last time, 25 but what I'm asking you now is whether Fireaway can</p>	<p style="text-align: right;">Page 119</p> <p>1 not understanding how we could keep that. 2 Q. Okay. Well, you have a frequently asked 3 question on your website -- 4 A. Yes, I know (inaudible). 5 Q. -- and it says -- I'm sorry? 6 A. Yes, I know, we've covered that. 7 Q. Well, we didn't cover this one. The question 8 says, "How would an inspector determine if the system 9 had been properly designed?" 10 A. You would have to ask the inspector. 11 Q. Well, no, I asked Fireaway, and then this is 12 the answer that Fireaway gives. 13 A. If an inspector is going to sign off on a 14 design, they are the ones you would need to ask how they 15 make that determination. 16 Q. Okay. I appreciate that, and maybe I will, but 17 at this point I'm asking you about Fireaway's website 18 and frequently asked questions. 19 A. Okay. 20 Q. So a frequently asked question says, "How would 21 an inspector determine if the system had been properly 22 designed?" and the answer provided, not by me but by 23 Fireaway, says, quote, "The design calculation 24 methodology is clearly defined in the UL listed design 25 manual and is relatively simple. Fireaway has a design</p>
<p style="text-align: right;">Page 118</p> <p>1 print a report that can be verified by a licensing 2 agency. 3 A. And, as I stated, we have software that will 4 give the density requirements for a computed space, 5 based upon square feet or square meters, and I'm certain 6 that report could be printed once it was ran. 7 Q. So have you looked at any, ah, reports 8 regarding the design of any Fireaway, Stat-X, or Aero-K 9 products shipped to Rhode Island, for this litigation? 10 A. I'm not aware of any reports that would 11 specifically call out Rhode Island. 12 Q. Did you look for those types of reports? 13 A. I'm not aware of any reports, period, that 14 would call for anything in Rhode Island. I wouldn't 15 even know where to look. 16 Q. Well, you're not sure your company offers that 17 sort of thing. 18 Is that what I'm getting from your testimony? 19 A. Ah, no, what I'm telling you is we would have 20 given that information to a distributor. If the 21 distributor asks for it, they would have had it. 22 Whether or not that report was printed, it would have 23 been printed by them, not by us. 24 Q. Does Fireaway keep those types of reports? 25 A. If it's (inaudible) on our website, I'm -- I'm</p>	<p style="text-align: right;">Page 120</p> <p>1 calculation program that can print a report that can be 2 verified by the project authority having jurisdiction." 3 Are you aware of the answer that you are 4 providing to that particular frequently asked question? 5 A. I'm sorry, but I don't know how to answer your 6 question. I'm not understanding what you're looking 7 for. 8 Q. Well, I'm asking you if you're familiar with 9 that frequently asked question and whether you're 10 familiar with the answer provided by Fireaway. 11 A. I've already stated I'm not familiar with the 12 frequently asked questions. It is not an area of our 13 website I've looked at recently. 14 Q. So in particular to that question I just asked 15 you about the design calculation and reports, you're not 16 familiar with that, correct? 17 A. That's correct. 18 Q. Okay. Ah, "All Stat-X distributors are 19 required to take a Stat-X design training course." 20 Have you ever heard of that statement before? 21 A. I believe we covered that the other day. Yes, 22 we have -- 23 Q. Okay. 24 A. -- online -- 25 Q. So --</p>

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<p style="text-align: right;">Page 121</p> <p>1 A. Yes, we have online training.</p> <p>2 Q. Right, but what I'm asking you, in a little bit</p> <p>3 more detail, is to whether or not the Stat-X design</p> <p>4 training course -- whether you're familiar with that.</p> <p>5 A. I have a mild familiarity with that process,</p> <p>6 but not the details, no.</p> <p>7 Q. Is that process, ah, reduced to writing</p> <p>8 somewhere? Is there a book?</p> <p>9 A. It is an online training program that walks an</p> <p>10 individual through the details. There's no reason why</p> <p>11 that individual cannot download that information. In</p> <p>12 today's world it's all right there in front of their</p> <p>13 screen.</p> <p>14 Q. Do you know how long the design training course</p> <p>15 is?</p> <p>16 A. Define what you mean by "how long."</p> <p>17 Q. How long does it take somebody to complete the</p> <p>18 Fireaway design training course?</p> <p>19 A. I believe it's approximately one to two hours.</p> <p>20 Q. Have you ever done it?</p> <p>21 A. No, sir.</p> <p>22 Q. So you don't have any firsthand knowledge about</p> <p>23 the design training course?</p> <p>24 A. No, sir, I'm not an engineer nor a technical</p> <p>25 individual.</p>	<p style="text-align: right;">Page 123</p> <p>1 A. Fireaway keeps records of individuals that have</p> <p>2 gone through the training program, and we issue a</p> <p>3 certificate once they've done it. Those certificates</p> <p>4 are valid for three years.</p> <p>5 Q. Okay. And have you produced any test results,</p> <p>6 tests, or certificates to us in this case? Because I</p> <p>7 didn't see any.</p> <p>8 A. I don't recall being asked or requested, so no.</p> <p>9 Q. Okay. So the answer's no?</p> <p>10 A. (No audible response.)</p> <p>11 Q. Is the answer no?</p> <p>12 A. The answer is no.</p> <p>13 Q. So you keep referring to an online, ah, course.</p> <p>14 Is this on the distributor portal, or how do</p> <p>15 they get that?</p> <p>16 A. Yes, they get it -- once they get their</p> <p>17 distributor credentials, then they get the log-in</p> <p>18 information for the training program.</p> <p>19 Q. And what are distributor credentials? What</p> <p>20 does that consist of?</p> <p>21 A. Once they become a distributor.</p> <p>22 Q. Is there -- do they get a -- you know, a</p> <p>23 certificate or award or something or a plaque?</p> <p>24 A. No, we sign a distributor agreement, which we</p> <p>25 looked at a number of those the other day.</p>
<p style="text-align: right;">Page 122</p> <p>1 Q. Okay. Are there other training courses</p> <p>2 provided by Fireaway?</p> <p>3 A. There's a training course. I'm not sure what</p> <p>4 you mean by "other training course."</p> <p>5 Q. Well, I'm asking you, just now specifically,</p> <p>6 about a design training course, so, in addition to a</p> <p>7 design training course, are there other training courses</p> <p>8 that Fireaway requires of its distributor partners that</p> <p>9 you --</p> <p>10 A. I'm only aware of the one training course.</p> <p>11 Q. And which one are you aware of? What's it</p> <p>12 called?</p> <p>13 A. The distributor online training program.</p> <p>14 Q. And did you produce any materials regarding the</p> <p>15 distributor online training program to us?</p> <p>16 A. We produced a brief summary of that program.</p> <p>17 Q. Okay. All Stat-X distributors must pass a</p> <p>18 certification test.</p> <p>19 Is that in writing, the test?</p> <p>20 A. It's an online training program.</p> <p>21 Q. I know, but what about the test, ah, I'm asking</p> <p>22 about.</p> <p>23 A. The entirety of it is an online training</p> <p>24 program.</p> <p>25 Q. Does Fireaway keep records of the tests?</p>	<p style="text-align: right;">Page 124</p> <p>1 Q. Okay. So when you say "distributor</p> <p>2 credentials," do you mean the agreement?</p> <p>3 A. I'm sorry, say that last part again.</p> <p>4 Q. When you say "distributor credentials," are you</p> <p>5 referring to the distributor agreements?</p> <p>6 A. No, for them to be able to access the Inter- --</p> <p>7 portal of our website. That's what I'm referring to.</p> <p>8 Q. I see, gotcha. Does Fireaway have other, ah,</p> <p>9 training relative to distributor partners, other than</p> <p>10 online on the portal?</p> <p>11 A. As I stated before, I'm only aware of the one</p> <p>12 online training program.</p> <p>13 Q. Does Fireaway have a training or education</p> <p>14 department?</p> <p>15 A. We have a technical support department but not</p> <p>16 an education department.</p> <p>17 Q. Does it fall under another department?</p> <p>18 A. Does what fall under another department?</p> <p>19 Q. Training.</p> <p>20 A. No, training falls under the technical support</p> <p>21 department.</p> <p>22 Q. I see. Did you speak to the technical support</p> <p>23 department about any of these questions?</p> <p>24 A. Ah, no.</p> <p>25 Q. Who heads up the technical support department?</p>

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<p style="text-align: right;">Page 125</p> <p>1 A. Director of engineering, Jason Fuglsby. 2 Q. Okay. So, ah, we've got an exhibit -- 3 MR. DIMAIO: Oh, come on, let him spell that 4 for the steno. 5 BY MR. DAYIAN: 6 Q. Do you want to spell that name? 7 A. Sure, F-u-g-l-s-b-y, not as exciting as you 8 hoped. 9 Q. Just like it sounds. 10 Ah, can you call up Exhibit J, ah, sir. 11 A. Yes, I have it up. 12 (Exhibit J was introduced for identification.) 13 BY MR. DAYIAN: 14 Q. Okay. About halfway down it says "commitment 15 to trained distributors." 16 Do you -- 17 A. Yeah. 18 Q. -- see that? 19 A. I do. 20 Q. Okay. The second sentence in that paragraph, 21 that starts "commitment to trained distributors," says, 22 quote, "We require our authorized distributors to 23 complete our online training program and meet with our 24 experienced staff so they can design systems using our 25 computer-aided design program to ensure customer</p>	<p style="text-align: right;">Page 127</p> <p>1 A. I'm not reading it that way. I'm just stating 2 that we sell products to distributors and OEMs. 3 Q. Well, this -- 4 A. I'm just stating that we sell products to our 5 distributors and OEMs. 6 Q. Okay. And my question is -- the last sentence 7 in this paragraph says "our customers." 8 So who are you referring to there? Who are 9 "our customers"? 10 A. We sell products to our distributors' network 11 and our OEMs. That's who I refer to as our customers. 12 Q. No, I'm asking you in this paragraph -- 13 A. I understand what you're asking, and I'm 14 answering that we sell our products to distributors and 15 OEMs. 16 Q. I understand what you're saying, but I'm going 17 to ask one more time. When this last sentence says, 18 "Our customers can be secure in the knowledge that our 19 distributors are trained," I'm asking you who are you 20 referring to as customers that can be secure in the 21 knowledge that your distributors have training? 22 A. Our customers are distributors and OEMs. 23 Q. So you're just not going to answer the 24 question? 25 A. I am answering the question to the best of my</p>
<p style="text-align: right;">Page 126</p> <p>1 satisfaction by optimizing and controlling the design 2 process." 3 Ah, then it goes on, but did I read that 4 accurately, up to the hyphen? 5 A. I believe you did. 6 Q. Okay. Ah, the last sentence in that 7 paragraph says, "Our customers can be secure in the 8 knowledge that our distributors are trained 9 professionals who understand the technology and its 10 application." 11 Did I read that correctly? 12 A. Yes. 13 Q. So in that last sentence of that paragraph, 14 you're specifically referring to end users as customers, 15 correct? 16 A. Our customers are distributors. 17 Q. Well, that sentence says, "Our customers can be 18 secure in the knowledge that our distributors are 19 trained," so that's referring to two different groups of 20 individuals, is it not? 21 A. If you'd like to read it that way, that's fine, 22 but, as I stated, we sell products to our distributors. 23 Q. So you read this sentence that your 24 distributors can be secure in the knowledge that your 25 distributors are trained? Is that how you read that?</p>	<p style="text-align: right;">Page 128</p> <p>1 knowledge. 2 Q. So -- 3 A. I'm sorry you don't like the answer, but that 4 is my answer. 5 Q. Well, it's not that I don't like it or like it, 6 I'm just trying to make sure I am clar- -- getting some 7 clarification about your company's websites. 8 So it's your position that distributors, ah, 9 for Fireaway can remain secure knowing that they've been 10 trained? 11 A. I'm not understanding your question, that one. 12 Q. Okay. Well, let -- I guess, you know, your 13 website speaks for itself, so what it also says pretty 14 clearly is that authorized distributors meet with your 15 experienced staff so they can design systems using our 16 computer-aided design program. 17 So when do they meet with your experienced 18 staff? 19 A. Is there a specific instance? Otherwise I 20 don't know how to answer that question. 21 Q. Well, your website says that, "We require" -- 22 A. Sir, sir, I'm aware of the website. I've got 23 it in front of me. You've read it two or three times. 24 I'm not understanding what your question is. 25 Q. Well, do you understand the words on your</p>

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<p>Page 129</p> <p>1 website?</p> <p>2 A. I can read, yes.</p> <p>3 Q. So you can read where it says, "and meet with</p> <p>4 our experienced staff so they can design systems using</p> <p>5 our design" -- "computer-aided design program"?</p> <p>6 A. Yeah.</p> <p>7 Q. Do you understand what that means?</p> <p>8 A. I do, yes.</p> <p>9 Q. Well, what does it mean?</p> <p>10 A. To me it means if they want to meet with our</p> <p>11 experienced staff they can do that.</p> <p>12 Q. Do you know of any meetings with your</p> <p>13 experienced staff?</p> <p>14 A. Regarding what situation?</p> <p>15 Q. Regarding the design process.</p> <p>16 A. Our staff will meet with anybody, just like</p> <p>17 we're having a meeting right here. I don't understand</p> <p>18 your specific question.</p> <p>19 Q. So Fireaway's staff will meet with distributors</p> <p>20 to help design systems that are then sold.</p> <p>21 Is that fair?</p> <p>22 A. No, as I stated the other day, we will answer</p> <p>23 questions on technical specifications, but we do not</p> <p>24 design systems.</p> <p>25 Q. Huh?</p>	<p>Page 131</p> <p>1 Q. I know -- you're interrupting me -- and I am.</p> <p>2 Do you see where it says, "We will," and --</p> <p>3 A. I --</p> <p>4 Q. -- it says, No. 1, "comply with all</p> <p>5 applicable" --</p> <p>6 A. Are you implying that we have not?</p> <p>7 Q. Are you going to let me ask questions or not?</p> <p>8 A. I'd love to have a question, yes.</p> <p>9 Q. Okay. Great. Well, if you'll pause to let me</p> <p>10 get it out, you'll have it.</p> <p>11 Do you see where your website says, "We will</p> <p>12 comply with all applicable statutory laws and</p> <p>13 regulations"?</p> <p>14 A. Yes, I do.</p> <p>15 Q. Does that include laws in Rhode Island?</p> <p>16 A. I believe it says "all applicable statutory</p> <p>17 laws and regulations." I'll let the words speak for</p> <p>18 themselves.</p> <p>19 Q. Okay. So all laws in the United States?</p> <p>20 A. I don't --</p> <p>21 MR. ROCHA: Object.</p> <p>22 THE WITNESS: I can read the words again, "all</p> <p>23 applicable statutory laws and regulations." You're</p> <p>24 putting words in there that are not there.</p> <p>25</p>
<p>Page 130</p> <p>1 A. I can read it to you. It's right in that</p> <p>2 language. They can meet with it so they can design</p> <p>3 systems, "they" being the distributors or OEMs.</p> <p>4 Q. Using whose computer-aided design program?</p> <p>5 A. Using ours. As I stated the other day, the</p> <p>6 system -- that design program will tell you the density</p> <p>7 or how many grams of our aerosol are needed to protect</p> <p>8 the space in question.</p> <p>9 Q. So why would distributors need to meet with</p> <p>10 you?</p> <p>11 A. I can think of a dozen different reasons why a</p> <p>12 distributor might want to meet with somebody from our</p> <p>13 team.</p> <p>14 Q. What are they?</p> <p>15 A. Maybe they'd like to ask about the color of the</p> <p>16 devices. Maybe they would like a free T-shirt. Maybe</p> <p>17 they would like to order some product. I can keep going</p> <p>18 if you'd like.</p> <p>19 Q. Do you agree that Fireaway will comply with all</p> <p>20 applicable statutory laws and regulations?</p> <p>21 A. I'm not understanding the question.</p> <p>22 Q. Well, it says it on your website, "We will,"</p> <p>23 Number 1 --</p> <p>24 A. There's a lot on our website. Please ask me a</p> <p>25 specific question that I can answer.</p>	<p>Page 132</p> <p>1 BY MR. DAYIAN:</p> <p>2 Q. Do you know what that certification means?</p> <p>3 A. I believe I just answered that question.</p> <p>4 Q. Do you know whether or not it means you'll</p> <p>5 comply with laws in Rhode Island?</p> <p>6 A. I believe I just answered that question.</p> <p>7 Q. Do you know whether it does or not?</p> <p>8 MR. ROCHA: Objection.</p> <p>9 THE WITNESS: I believe I just answered the</p> <p>10 question.</p> <p>11 BY MR. DAYIAN:</p> <p>12 Q. Well, I didn't hear an answer. "Comply with</p> <p>13 all applicable statutory laws and regulations," does</p> <p>14 that --</p> <p>15 A. Does Rhode Island not fall in the term "all"?</p> <p>16 Q. Is that your answer?</p> <p>17 A. No, sir, my answer is it says -- states, "We</p> <p>18 will comply with all applicable statutory laws and</p> <p>19 regulations."</p> <p>20 Q. So you're not exempt from Rhode Island laws?</p> <p>21 MR. ROCHA: Objection.</p> <p>22 THE WITNESS: Not to my knowledge.</p> <p>23 BY MR. DAYIAN:</p> <p>24 Q. How about No. 4? Do you see that? That says,</p> <p>25 quote, "Take due care to ensure that activities are safe</p>

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<p>Page 133</p> <p>1 for employees, associates, subcontractors, and others 2 who come into contact with our work." 3 Did I read that accurately? 4 A. Yes. 5 Q. And what does that refer to? 6 A. Again, I'll let the words speak for themselves. 7 It makes it clear. We'll take due care to ensure 8 activities are safe for employees, associates, and so 9 on. 10 Q. I know, and I'm asking you, as a 30(b)(6) 11 designee, what activities are you referring to there? 12 A. I don't know that we're referring to any 13 specific activities. 14 Q. Who were the others that you're referring to? 15 A. I don't know that answer. 16 Q. And what's the work that you're referring to? 17 A. Don't know that answer. 18 Q. Do you, ah, classify your distributors as 19 suppliers, or is that a different category? 20 A. Ah, distributors are distributors. They 21 purchase our product. 22 Q. Okay. Are your distributors classified as 23 customers at Fireaway? 24 A. Yes. 25 Q. Okay. And what are suppliers?</p>	<p>Page 135</p> <p>1 asked questions, demos, downloads, solutions, on and on 2 and on. 3 Those are available to members of the general 4 public, correct? 5 A. Hmm, I believe they are, yes. 6 Q. Okay. Not just distributors? 7 A. That's correct. 8 Q. Fireaway has a LinkedIn page, yes? 9 A. Yes, it does. 10 Q. It has a Facebook page? 11 MR. ROCHA: Objection. 12 THE WITNESS: I'm not aware of a Facebook page. 13 BY MR. DAYIAN: 14 Q. What about a Twitter page or -- 15 MR. ROCHA: Objection. 16 THE WITNESS: I'm not aware of one. 17 BY MR. DAYIAN: 18 Q. Well, there's a link right there on Exhibit J. 19 Are you aware of that? 20 A. No, I'm not, just stated that. I'm only aware 21 of the LinkedIn one. 22 Q. Yeah, but what I'm asking you is are you aware 23 that on page 2 of Exhibit J it says "Follow us," and it 24 has LinkedIn, Facebook, and Twitter with the little 25 birdie? Are you --</p>
<p>Page 134</p> <p>1 A. Suppliers are who we buy various parts and 2 components from. 3 Q. Okay. Ah, in the service section of your 4 website, which is Ex- -- at page 2 of Exhibit J, it 5 says, "We are committed to provide rapid response to our 6 customers' questions and special requirements." 7 Did I read that correctly? 8 A. Yes. 9 Q. And who are the customers you're referring to 10 there? 11 A. Anybody who calls us with a question. 12 Q. Or e-mails? 13 A. Yes, it could come by e-mail too. 14 Q. Well, this particular page, ah, has a section, 15 "Have a question, contact us today for more 16 information"; is that correct? 17 A. Yes. 18 Q. It has a, ah, offer to become a distributor, 19 "apply"? It has -- 20 A. Yeah. 21 Q. -- a button for that, yes? 22 A. Yes, it does. 23 Q. Okay. It has a section for sales resources -- 24 A. Yes, it does. 25 Q. -- that include product catalog, frequently</p>	<p>Page 136</p> <p>1 A. I -- 2 Q. -- aware of that? 3 MR. ROCHA: Objection. 4 THE WITNESS: I see that in front of me, but, 5 no, I was not aware we had Facebook and Twitter. 6 BY MR. DAYIAN: 7 Q. Okay. Are you aware as to whether or not 8 Fireaway has received consumer or customer questions 9 through LinkedIn, Facebook, or Twitter? 10 MR. ROCHA: Objection. 11 THE WITNESS: I'm not aware of any of those. 12 BY MR. DAYIAN: 13 Q. Did you look? 14 MR. ROCHA: Objection. 15 THE WITNESS: I'm not aware of any of it. 16 (Discussion was held off the record.) 17 MR. ROCHA: (Inaudible) I'm going to be 18 objecting now. 19 (Clarification by the reporter.) 20 MR. ROCHA: I was just telling Keath to wait 21 after Daryl finishes his question. 22 (Discussion was held off the record.) 23 MR. DAYIAN: Listen, I want one person to speak 24 at a time, and so the court reporter was reading back 25 the answer, and then the witness interrupted and started</p>

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<p style="text-align: right;">Page 137</p> <p>1 giving another answer.</p> <p>2 So I think it's appropriate for the</p> <p>3 court reporter to finish reading back the answer that</p> <p>4 was previously given. Then the way it works is I get to</p> <p>5 ask another question, and then there's another answer.</p> <p>6 That's the way a deposition works, so --</p> <p>7 MR. ROCHA: (Inaudible.)</p> <p>8 MR. DAYIAN: Well, yeah, it does, so I'd like</p> <p>9 the court reporter to finish reading the last answer,</p> <p>10 please.</p> <p>11 MR. ROCHA: That's not the way I interpreted</p> <p>12 it. The way I interpreted it was that she was done</p> <p>13 reading it back -- that's why I was saying he was trying</p> <p>14 to answer the question -- so go on.</p> <p>15 THE REPORTER: The answer was "I'm not" and</p> <p>16 then the objection.</p> <p>17 MR. DAYIAN: Okay.</p> <p>18 MR. ROCHA: Please finish your answer.</p> <p>19 THE WITNESS: I'm not aware of any of those</p> <p>20 types of communications through Facebook or Twitter.</p> <p>21 BY MR. DAYIAN:</p> <p>22 Q. My next question is did you look for any</p> <p>23 communications received through LinkedIn, Facebook,</p> <p>24 Twitter X from Rhode Island people, websites or domains?</p> <p>25 MR. ROCHA: Objection.</p>	<p style="text-align: right;">Page 139</p> <p>1 this every day -- apologies.</p> <p>2 MR. DIMAIO: Can we go off the record for a</p> <p>3 second?</p> <p>4 MR. DAYIAN: Sure.</p> <p>5 (Discussion was held off the record.)</p> <p>6 MR. DIMAIO: Back on the record.</p> <p>7 We're working with Exhibit D, as in dog; is</p> <p>8 that right?</p> <p>9 MR. DAYIAN: Yeah.</p> <p>10 MR. DIMAIO: Thank you. Sorry for the</p> <p>11 interruption.</p> <p>12 BY MR. DAYIAN:</p> <p>13 Q. Do you have Exhibit, ah, D open to you,</p> <p>14 Mr. Young?</p> <p>15 A. Yes, I do.</p> <p>16 Q. That's where you have your list, ah, of the,</p> <p>17 ah, sales in Rhode Island, the single-spaced -- ah,</p> <p>18 page 14.</p> <p>19 Do you have that?</p> <p>20 A. I do.</p> <p>21 Q. And then after that document, the list of</p> <p>22 Rhode Island sales, the next page in the, ah, entire</p> <p>23 production says Exhibit D, which is Bates 15. Then if</p> <p>24 you keep going there's a distributor agreement.</p> <p>25 Ah --</p>
<p style="text-align: right;">Page 138</p> <p>1 THE WITNESS: I'm not aware of any such</p> <p>2 information from those items.</p> <p>3 BY MR. DAYIAN:</p> <p>4 Q. Did you look -- did you make a search for</p> <p>5 communications through Facebook, LinkedIn, Twitter X</p> <p>6 from Rhode Island to Fireaway?</p> <p>7 A. Not specifically, no.</p> <p>8 Q. So in Exhibit D Fireaway produced, ah,</p> <p>9 distributor agreements.</p> <p>10 You're aware of that?</p> <p>11 MR. ROCHA: Objection.</p> <p>12 THE WITNESS: Are you asking me to pull up</p> <p>13 Exhibit D?</p> <p>14 BY MR. DAYIAN:</p> <p>15 Q. Well, what I'm asking you is are you aware that</p> <p>16 Fireaway produced distributor agreements?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. You produced these, correct?</p> <p>19 A. Yes.</p> <p>20 Q. And they're in Exhibit D, so go ahead, pull it</p> <p>21 up.</p> <p>22 A. There are two Exhibit Ds on my screen, which</p> <p>23 one?</p> <p>24 Q. Well, clearly that's a duplicate, so pick one.</p> <p>25 A. Okay. I'm not aware of that -- I'm not doing</p>	<p style="text-align: right;">Page 140</p> <p>1 A. Yeah.</p> <p>2 Q. -- do you have that?</p> <p>3 A. I have it, page 16?</p> <p>4 Q. Yeah, ah, distributor agreement. Ah, and</p> <p>5 that's, ah, where -- unless you can tell me that I'm</p> <p>6 reading this incorrectly, we've got distributor</p> <p>7 agreements that begin on about page 16 and then run, ah,</p> <p>8 through -- let's see, so within this entire document</p> <p>9 there are separate exhibit pages regarding, ah, each</p> <p>10 distributor agreement that was produced, so, ah,</p> <p>11 Mr. Young, if you're reading along with me, I'm</p> <p>12 directing that to your attention, and it looks like...</p> <p>13 MR. DIMAIO: Daryl, do you want to share your</p> <p>14 screen? That way he'll know exactly what to look at,</p> <p>15 when you need him to, and won't it save time?</p> <p>16 MR. DAYIAN: No, not really.</p> <p>17 MR. DIMAIO: Okay.</p> <p>18 THE WITNESS: If you can refer me to a</p> <p>19 page number, I can go there.</p> <p>20 BY MR. DAYIAN:</p> <p>21 Q. So these distributor agreements, ah, also have</p> <p>22 exhibits attached to each agreement.</p> <p>23 Is that fair?</p> <p>24 MR. ROCHA: Take your time, Keath. Scroll</p> <p>25 through 'em all to make sure that's the case.</p>

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<p style="text-align: right;">Page 141</p> <p>1 BY MR. DAYIAN:</p> <p>2 Q. So what I'm talking about, Mr. Young, is that</p> <p>3 these agreements run from Bates stamp page 16 to 118, so</p> <p>4 why don't you just take a minute and just tell me you're</p> <p>5 on the same page as I am.</p> <p>6 A. I am, yes, I'm at 118. That appears to be the</p> <p>7 final page of the distributor agreements produced.</p> <p>8 Q. Yeah, and, generally speaking, each distributor</p> <p>9 agreement has different -- whether they're subparts or</p> <p>10 schedules that go with each one.</p> <p>11 Is that fair?</p> <p>12 A. Without a thorough review I'm not going to</p> <p>13 answer that.</p> <p>14 Q. Okay. That's fine. Can you tell me that these</p> <p>15 documents that were produced, ah -- we requested copies</p> <p>16 of distributor agreements relative to distributors of</p> <p>17 Fireaway products that, ah, are directly or indirectly</p> <p>18 distributed in Rhode Island. Can you tell me if this is</p> <p>19 a complete package of distributor agreements for that</p> <p>20 category of, ah, distributor.</p> <p>21 A. To the best of my knowledge, the distributor</p> <p>22 agreements presented meet that category.</p> <p>23 Q. Okay. And you didn't withhold any agree- --</p> <p>24 distributor agreements that (inaudible) that category,</p> <p>25 obviously?</p>	<p style="text-align: right;">Page 143</p> <p>1 Corporation is the first agreement up on page 16, and it</p> <p>2 says they're in Oregon, ah, correct?</p> <p>3 A. I'm on page 16, and I see their address is</p> <p>4 Durham Road, Portland, Oregon, correct.</p> <p>5 Q. So do they sell or ship Fireaway products to</p> <p>6 Rhode Island?</p> <p>7 A. I would have to review the records to be able</p> <p>8 to answer that question. What you have in the detailed</p> <p>9 sheet that we discussed heavily, two pages prior, are</p> <p>10 all invoices shipped to the state of Rhode Island.</p> <p>11 Q. Okay. So I'm just asking you whether you know,</p> <p>12 and you basically answered the question, but the</p> <p>13 question I'll ask you is how did the agreement for</p> <p>14 Performance Systems Integration pop up when you did a</p> <p>15 search for Rhode Island, do you know?</p> <p>16 A. I do not know why this popped up.</p> <p>17 Q. Okay. Fair enough. Ah, the next contract or</p> <p>18 distributor agreement is with Peripheral Manufacturing.</p> <p>19 A. Page 32?</p> <p>20 Q. Right, Peripheral.</p> <p>21 A. Thirty-two, page 32?</p> <p>22 Q. Ah, yeah.</p> <p>23 A. I'm there.</p> <p>24 Q. Okay. Ah, do you know if that is the most</p> <p>25 current agreement with them or not?</p>
<p style="text-align: right;">Page 142</p> <p>1 A. Same answer, to the best of my knowledge these</p> <p>2 are the distributor agreements that meet that category.</p> <p>3 Q. Okay. So you did a search and -- diligent</p> <p>4 search -- and that's what you came up with, fair?</p> <p>5 A. I would give you the same answer, sir.</p> <p>6 Q. But I'm asking you, you did a diligent search</p> <p>7 to come up with these particular agreements that meet</p> <p>8 that category?</p> <p>9 A. Yes.</p> <p>10 Q. Now, if you want to go back and look at them,</p> <p>11 ah, based on my next questions, you're more than happy</p> <p>12 to, and I would certainly accommodate you, but I want to</p> <p>13 ask you -- ah, you produced these agreements, ah, from,</p> <p>14 ah, a company called Performance Systems Integration</p> <p>15 Corporation.</p> <p>16 Are you familiar with that particular</p> <p>17 distributor?</p> <p>18 A. I'm not familiar with that particular</p> <p>19 distributor.</p> <p>20 Q. Do you need to look at the, ah, agreement just</p> <p>21 so you can refresh your recollection, or have you ever</p> <p>22 heard of that name?</p> <p>23 A. I've heard of that name by putting together</p> <p>24 this documentation.</p> <p>25 Q. Okay. So Performance Systems Integration</p>	<p style="text-align: right;">Page 144</p> <p>1 A. I believe it is the most current agreement.</p> <p>2 That's what I submitted. That's my understanding.</p> <p>3 Q. All right. Fair enough. And we know from your</p> <p>4 list that Peripheral, ah, sold or had Fireaway deliver</p> <p>5 products to Rhode Island, yes?</p> <p>6 A. I believe they were on the list, page 14.</p> <p>7 Q. Okay. The next, ah, distributor contract is</p> <p>8 Allstate Fire Equipment.</p> <p>9 A. Page 47.</p> <p>10 Q. Okay. Ah, are you familiar with that</p> <p>11 particular company?</p> <p>12 A. I've heard that name, again, might be just when</p> <p>13 I was putting together these documents, but I'm not</p> <p>14 intimately familiar, no.</p> <p>15 Q. Okay. It looks like, from their agreement,</p> <p>16 that you have them marked down as, ah, Connecticut.</p> <p>17 Is that true?</p> <p>18 A. Ah, you'll have to show me where you're</p> <p>19 looking. I don't see that.</p> <p>20 Q. Okay. Hold on, page 47. Ah, it looks like</p> <p>21 C-o-n-n to me, in handwriting, but I don't know.</p> <p>22 Am I wrong or right?</p> <p>23 A. It could be C-o-n, it also looks like corn, but</p> <p>24 I don't know, sir.</p> <p>25 Q. Okay. Do you know whether Impact Fire</p>

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<p style="text-align: right;">Page 145</p> <p>1 Services -- I mean, not Impact, Allstate Fire Equipment 2 sold or had Fireaway products delivered to Rhode Island, 3 or you'd have to look at documents? 4 A. I'd have to look at page 14. I don't see 5 Allstate on that list. 6 Q. So do you know how Allstate popped up? 7 A. I don't recall, no, I do not. 8 Q. Okay. The next agreement, distributor 9 agreement, is with, ah, Impact, ah, Fire Services, LLC, 10 ah, and if you need a page number, that is, ah, 64, I 11 think, yeah. 12 A. Yeah, I see it, yeah. 13 Q. Ah, do you know what, ah, zone -- or what do 14 you call it? 15 A. Territory. 16 Q. Territory. Where are they from? 17 A. If you refer to schedule A of that agreement, 18 page 72, it references their territory as Maine, 19 New Hampshire, Vermont, Massachusetts, Rhode Island, 20 New Jersey. 21 Q. Okay. So obviously that's how they popped up 22 in your Rhode Island search? 23 A. Correct. 24 Q. And the next one is Encore Fire Protection. 25 A. Yep, I see it, page 77.</p>	<p style="text-align: right;">Page 147</p> <p>1 Q. Okay. Hold on. All right. Give me one 2 second. Okay. Hold on. I can't find their 3 jurisdiction. 4 What page were you just reading off of? 5 A. The states were listed on page 100. 6 Q. Okay. Do you know if they're allowed to sell 7 to states that are not on that list if they have, ah, an 8 arrangement or other agreement with that customer? 9 A. I don't know of any separate agreement other 10 than what's here. 11 Q. Okay. So, ah, on page, ah, 104 it says, "The 12 distributor is also authorized to sell products in other 13 areas worldwide to customers with whom distributor has 14 established relationships with, offices, or individuals 15 in the United States." 16 Are you finding that? 17 A. I see that, yes. 18 Q. Does that refresh your recollection as to 19 whether they have that ability? 20 MR. ROCHA: Objection. 21 THE WITNESS: Sorry, Kurt, go ahead. 22 MR. ROCHA: No, I just put an objection. 23 Please go, Keath. 24 THE WITNESS: The distributor agreement on 25 page 104 is 12 years prior to the previous one, so the</p>
<p style="text-align: right;">Page 146</p> <p>1 Q. And they have Connecticut, Rhode Island, and 2 Massachusetts. 3 A. I'm sorry, I'm not seeing that, where you're 4 looking, but... 5 Q. Okay. Let me see... 6 A. All right. I see now, yes -- 7 Q. Okay. 8 A. -- Connecticut, Rhode Island, and 9 Massachusetts, correct. 10 Q. Okay. And then the next one is Hiller. 11 A. Page 91? 12 Q. Yeah. Do you have that? 13 A. I do. 14 Q. And, ah, I read the Hiller agreement. Their 15 territory looks a little, ah, different. Can you 16 explain their territory. 17 A. What I'm seeing on schedule A, page 100, a 18 number of states appear to be mostly southern, but 19 Massachusetts is on here, which is probably why they 20 were produced. 21 Q. Okay. And then it says that they can sell if 22 they have a relationship with a customer. 23 Do you see that? 24 A. You'd have to point me to where that is. I'm 25 not seeing that.</p>	<p style="text-align: right;">Page 148</p> <p>1 more current one would govern. 2 BY MR. DAYIAN: 3 Q. Okay. So you don't think this would govern, 4 the one that I just read to you, the appointment of 5 territory, page 104? 6 A. All I can say is we generally operate -- the 7 most current agreement is the one that governs. 8 Q. And when does page 104 govern with respect to 9 Hiller? 10 A. It was signed in February of 2009. The other 11 Hiller agreement, page 91, was signed in January of '22. 12 Q. So did they have the ability to sell throughout 13 the country between '09 and 2022? 14 A. Would appear that way. 15 Q. Now, if you need to refer back to page 14, what 16 I've been calling your list, the Bible by Keath, I don't 17 see any invoices from, ah, Impact; is that correct? 18 A. I don't see any here either. 19 Q. You have a company at the bottom, 20 Continental Alarm & Detection. 21 Do you see that, page 14? 22 A. I do. 23 Q. Okay. Ah, we don't have a distributor 24 agreement for Continental Alarm & Detection, true? 25 A. I don't recall seeing one in here, no.</p>

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1 Q. You didn't produce one?

2 A. I don't recall seeing one in here. I don't

3 believe I produced one.

4 Q. Does Fireaway have a distributor agreement with

5 Continental Alarm & Detection?

6 A. I would have to look to answer that question.

7 Q. Ah, the state column, all the way to the right

8 on page 14, says, NA for Continental Alarm & Detection

9 of 11-21 of '23.

10 What does NA mean in that column?

11 A. I believe it means North America.

12 Q. Okay. So it could be Rhode Island, maybe,

13 maybe not.

14 Is that the best we can do?

15 A. That's the best I can do without digging into

16 it more.

17 Q. Okay. Do you know whether Continental Alarm &

18 Detection is a dealer or affiliate partner?

19 A. I don't know, but I can certainly look them up.

20 Q. Are you looking them up now?

21 A. I am looking them up. According to our website

22 they are a distributor. They are located in Omaha,

23 Nebraska.

24 Q. And this list, page 14, ah, begins September 9,

25 2011, but I think last time you told me -- what was the

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1 date that you searched, January?

2 A. January 1st, 2011, was when the data started.

3 Q. That was your search beginning, and the search

4 ending was what date?

5 A. Sometime in November of '23.

6 Q. Okay. Because that's when you ran it?

7 A. That's correct.

8 Q. Okay. So you ran a search starting January 1,

9 2011, and the first one that comes up is 9-9-2011, ah,

10 Nautical Fire Suppression Limited?

11 A. That's correct.

12 Q. Is Nautical Fire Suppression Limited a

13 certified dealer with Fireaway?

14 A. I'm not familiar with the name. I would have

15 to look.

16 Q. All right. Well, it looks like you're looking,

17 are you?

18 A. I'm not seeing them on the list.

19 Q. Not seeing them on the list of certified

20 distributors?

21 A. Correct.

22 Q. And that's National Fire Suppression, yes?

23 A. Nautical Fire Suppression.

24 Q. Okay. Sorry, thanks. Nautical Fire

25 Suppression is not on the list of certified

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1 distributors?

2 A. I don't see them there.

3 Q. Okay. Well, we don't have a distributor

4 agreement produced by you, obviously, for

5 Nautical Fire Suppression, true?

6 A. I do not recall producing one.

7 Q. They were not in the list -- the documents we

8 just reviewed either, correct?

9 A. I don't recall seeing them there, no.

10 Q. Ah, back to your list, page 14, ah, just for

11 purposes of the record, ah, there's no itemization or

12 listing here on your list, page 14, for, ah, an invoice

13 of June 7, 2011.

14 Am I correct?

15 A. I don't see an invoice with that date, no.

16 Q. Ah, are you aware that Peripheral produced an

17 invoice dated June 7, 2011, for a Fireaway product in

18 this litigation?

19 A. I don't recall seeing such an invoice.

20 Q. And if such an invoice exists, it didn't show

21 up on your printout, when you searched for January 2011

22 to September 9, 2011, true?

23 A. The parameters I used for this list produced

24 all invoices with ship-to addresses in the state of

25 Rhode Island.

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1 Q. Back to your list, page 14, ah, does your list

2 describe a Peripheral order dated January 27, 2015?

3 A. January 27th, 2015, no.

4 Q. Yeah. What's your answer?

5 A. I don't see one dated January 27th, 2015.

6 Q. That date's not on your list?

7 A. Not that I see.

8 Q. Okay. And what about a Peripheral order dated

9 March 21, 2016? Did that make your list?

10 A. I see one dated March 22nd but not March 21.

11 Q. What's the dollar amount for March 22nd?

12 A. \$549.75.

13 Q. If I told you that Peripheral produced an

14 invoice, March 21, 2016, at \$890 -- do you see that on

15 your list?

16 A. No, but can you tell me the ship-to address on

17 that invoice.

18 Q. Well, these -- you produced, ah, a number of

19 invoices in what was produced as a supplemental response

20 to production.

21 You're aware of that?

22 A. I would appreciate it if you can refer to me

23 what I'm supposed to confirm.

24 Q. Okay. Sure. Ah, generally speaking, are you

25 aware that Fireaway produced a stack of invoices to us

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<p>Page 153</p> <p>1 in this litigation?</p> <p>2 A. Yes.</p> <p>3 Q. So we may have touched on it last time. You</p> <p>4 produced some financial information, and then you</p> <p>5 produced your page 14 list, and in a separate filing --</p> <p>6 and I understand you may or may not know when things</p> <p>7 were filed, ah, but a grouping of invoices were produced</p> <p>8 by Fireaway.</p> <p>9 You're aware of that, generally, yes?</p> <p>10 A. Yes, I'm aware we produced some invoices.</p> <p>11 Q. Okay. And you went through all of these</p> <p>12 invoices before you produced them?</p> <p>13 A. The term "went through," I don't understand</p> <p>14 what you are asking.</p> <p>15 Q. Did you look at them and read them before you</p> <p>16 produced them to us?</p> <p>17 A. I reviewed them.</p> <p>18 Q. Okay. And why did you review them, for what</p> <p>19 criteria?</p> <p>20 A. To make sure they were valid to submit.</p> <p>21 Q. Okay. So those are Exhibit E, ah, if you want</p> <p>22 to call that up on your computer.</p> <p>23 A. I have Exhibit E open. Is there a page?</p> <p>24 Q. Okay. Yeah, ah, I do, so these invoices begin</p> <p>25 at page 4 or thereabouts. They pretty much start right</p>	<p>Page 155</p> <p>1 component of the training?</p> <p>2 A. Yes, we discussed that extensively, how there's</p> <p>3 online training. We issue a certificate once they go</p> <p>4 through it.</p> <p>5 Q. So the online training covers installation of</p> <p>6 your products?</p> <p>7 A. It discusses installation.</p> <p>8 Q. Okay. And do you provide, ah, installation</p> <p>9 guidelines, in terms of that training?</p> <p>10 A. We discuss installation. I'm not, ah, able to</p> <p>11 answer a detailed question that you're asking.</p> <p>12 Q. Well, does Fireaway require certain</p> <p>13 installation procedures, ah, to comply with your</p> <p>14 product?</p> <p>15 A. What we require would be in the design</p> <p>16 installation and owner's manual that we referred to</p> <p>17 earlier.</p> <p>18 Q. So, ah, this document indicates, quote,</p> <p>19 "Purchaser must perform installation and use in</p> <p>20 accordance with Fireaway's installation guidelines,</p> <p>21 standards, and specifications."</p> <p>22 Did I read that accurately?</p> <p>23 MR. ROCHA: Objection.</p> <p>24 THE WITNESS: Yes.</p> <p>25</p>
<p>Page 154</p> <p>1 away.</p> <p>2 Are you into the document?</p> <p>3 A. I am on page 4, yes.</p> <p>4 Q. Okay. Do you have page -- can you go to six,</p> <p>5 page 6.</p> <p>6 A. I'm on page 6, terms of sale.</p> <p>7 Q. Okay. And that indicates, "Warranty claims</p> <p>8 should be submitted to Fireaway in Minnesota"; is that</p> <p>9 correct?</p> <p>10 A. That is correct.</p> <p>11 Q. Ah, in the installation and use section, the</p> <p>12 last sentence indicates, quote, "Fireaway offers free</p> <p>13 training and installation certification for proficient</p> <p>14 engineers."</p> <p>15 Did I read that correctly?</p> <p>16 A. Yes.</p> <p>17 Q. What type of, ah, training and installation</p> <p>18 certification does Fireaway offer?</p> <p>19 A. This is the same online training program that</p> <p>20 we discussed before.</p> <p>21 Q. The one that you described about the gas, and</p> <p>22 you just measure the room and that's it?</p> <p>23 A. No, that's the design program. This is the</p> <p>24 online training certification that we discussed before.</p> <p>25 Q. Okay. So there's a training and installation</p>	<p>Page 156</p> <p>1 BY MR. DAYIAN:</p> <p>2 Q. Okay. And does Fireaway do that?</p> <p>3 MR. ROCHA: Objection.</p> <p>4 BY MR. DAYIAN:</p> <p>5 Q. They require that?</p> <p>6 MR. ROCHA: Objection.</p> <p>7 THE WITNESS: It's listed in our terms and</p> <p>8 conditions.</p> <p>9 BY MR. DAYIAN:</p> <p>10 Q. Okay. Do you expect your customers to follow</p> <p>11 your terms and conditions?</p> <p>12 MR. ROCHA: Objection.</p> <p>13 THE WITNESS: Yes, we do.</p> <p>14 BY MR. DAYIAN:</p> <p>15 Q. Can you scroll down to page 11.</p> <p>16 A. I see it.</p> <p>17 Q. That was billed to Encore, yes?</p> <p>18 A. Yes, there's an invoice dated June of 2015,</p> <p>19 yes, to Encore Fire Protection.</p> <p>20 Q. Ah, and it was shipped to Zambarano Hospital?</p> <p>21 A. That's what the invoice states.</p> <p>22 Q. Okay. Do you know if that's an end user?</p> <p>23 A. I do not know that, sir.</p> <p>24 Q. Is Zambarano Hospital a certified distributor?</p> <p>25 A. Not to my knowledge.</p>

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1 Q. Have you ever heard of Zambarano Hospital
2 before?
3 A. No.
4 Q. Can you go to, ah, page 17.
5 A. I'm there.
6 Q. Okay. Ah, that was shipped to
7 Firex Incorporated, yes?
8 A. That's what the invoice states the ship-to
9 address was, Firex Incorporated in Portsmouth,
10 Rhode Island.
11 Q. Have you ever heard of Firex Incorporated?
12 A. Not prior to this, no.
13 Q. You don't know what they do?
14 A. No, sir.
15 Q. Do you know if they're an end user?
16 A. I do not know.
17 Q. When that item is shipped to
18 Firex Incorporated, ah, those procedures that you
19 described earlier today, the owner's manual and the
20 Firex documentation, it's all in that shipment that's
21 sent to Firex?
22 MR. ROCHA: Objection.
23 THE WITNESS: As stated earlier every shipment
24 of our device contains a DIOM, design installation
25 owner's manual, as well as cleanup instructions.

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1 BY MR. DAYIAN:
2 Q. Okay. Are the cleanup instructions on your
3 website?
4 MR. ROCHA: Objection.
5 THE WITNESS: I don't know that answer.
6 BY MR. DAYIAN:
7 Q. Okay. Fair enough. Can you go to page 23,
8 please.
9 A. I'm there.
10 Q. What was this for?
11 A. It is an invoice to Fireaway Marketing and to a
12 co- -- ship-to company called Northland Fire & Safety,
13 Inc.
14 Q. And where are they located?
15 A. Greenville, Rhode Island.
16 Q. Do you know who Northland Fire & Safety,
17 Incorporated, is?
18 A. No, I do not.
19 Q. They're not a certified distributor?
20 A. Not that I recall, but I'd have to look.
21 Q. Do you want to look, just so we're complete?
22 A. Do you want me to look?
23 Q. Sure.
24 A. I don't see them; however --
25 Q. They --

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1 A. -- these are not our generator devices.
2 Q. Ah, okay. Ah, are they an OEM, Northland Fire
3 & Safety, Incorporated?
4 A. Not to my knowledge.
5 Q. Okay. So what --
6 A. (Inaudible) Stat-X devices.
7 Q. I'm sorry?
8 A. These are not Stat-X devices.
9 Q. What were they?
10 A. It is an E-Match protection device, which is
11 a --
12 Q. And who manufactures that?
13 A. A vendor of ours, but I do not recall the name.
14 Q. What's it called?
15 A. E-Match protection device. It's on the
16 invoice.
17 Q. Okay. And what's it used for?
18 A. It's an electronic component.
19 Q. For what?
20 A. I'm sorry, sir, I'm not an engineer. I don't
21 have that answer.
22 Q. Okay. So Fireaway sells E-Match protection
23 components?
24 MR. ROCHA: Objection.
25 THE WITNESS: Yes.

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1 BY MR. DAYIAN:
2 Q. And, ah, do you know the purpose of this
3 marketing submission to Northland Fire & Safety?
4 MR. ROCHA: Objection.
5 THE WITNESS: I do not.
6 BY MR. DAYIAN:
7 Q. Okay. Do you have any records of Fireaway
8 selling or shipping E-Match devices to Rhode Island?
9 A. As I stated the list we've talked about
10 multiple times are all invoices from January 2011
11 through November of '23 with a ship-to address in
12 Rhode Island, including the one in front of us.
13 Q. Can you go to page 25, please.
14 A. I'm there.
15 Q. Who was that shipped to?
16 A. According to that invoice it was shipped to an
17 entity called Unfurled in Newport, Rhode Island.
18 Q. Do you know if that's an end user?
19 A. I do not know.
20 Q. That's from Hiller, is it not?
21 A. Hiller was the bill-to address, yes.
22 Q. So this was when Hiller was allowed to work
23 with customers located in Rhode Island, I'm assuming?
24 A. I believe it is. This is 2016, and the
25 secondary agreement with Hiller I think was '22.

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<p>1 Q. Can you go to page 26.</p> <p>2 A. I'm there.</p> <p>3 Q. Who's the, ah, ship-to there?</p> <p>4 A. Ship-to is a company called Blount Boats in</p> <p>5 Warren, Rhode Island.</p> <p>6 Q. That's from Hiller?</p> <p>7 A. Hiller was the bill-to, yes.</p> <p>8 Q. Can you go to page, ah, 27.</p> <p>9 A. I'm there.</p> <p>10 Q. Okay. This was, ah, to Blount Boats?</p> <p>11 A. I'm not understanding your question.</p> <p>12 Q. Okay. Who was the ship-to address?</p> <p>13 A. This is a purchase order that I believe relates</p> <p>14 to the invoice we just looked at.</p> <p>15 Q. Which invoice?</p> <p>16 A. The invoice on page 26.</p> <p>17 Q. And what do you mean it's the purchase order?</p> <p>18 This is the same order you're saying?</p> <p>19 A. I'd have to look at the details, but 27 is a</p> <p>20 purchase order. It is not a Fireaway document. That's</p> <p>21 a Hiller document.</p> <p>22 Q. Okay. So this is something Hiller generates</p> <p>23 and submits to Fireaway.</p> <p>24 Is that what you're saying?</p> <p>25 A. That's correct.</p>	<p>1 A. Because Hiller doesn't know what their pricing</p> <p>2 is.</p> <p>3 Q. So they're more than Fireaway?</p> <p>4 A. Hiller is our customer. They submitted a PO to</p> <p>5 us with incorrect pricing.</p> <p>6 Q. Okay. So all the items on the Hiller purchase</p> <p>7 order are contained on the Fireaway document on page 26,</p> <p>8 except for the pricing; is that right?</p> <p>9 A. I don't know. I'd have to look at it</p> <p>10 thoroughly.</p> <p>11 Q. Okay. Well, can you look at it now?</p> <p>12 A. Yes, I believe all six items referenced on the</p> <p>13 Hiller purchase order are listed correctly on the</p> <p>14 invoice, page 26.</p> <p>15 Q. It doesn't have every price more than what your</p> <p>16 actual price is?</p> <p>17 A. We're an honest company. What would you like</p> <p>18 me to say?</p> <p>19 Q. I guess you could have gone with what they</p> <p>20 wanted to, ah, pay you, but that's...</p> <p>21 MR. DIMAIO: Move to strike.</p> <p>22 BY MR. DAYIAN:</p> <p>23 Q. Ah, can you go to page 32.</p> <p>24 A. I'm there.</p> <p>25 Q. That's from, ah -- that's shipped to</p>
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<p>1 Q. Okay.</p> <p>2 A. You can see on page 27 the purchase order</p> <p>3 number in the upper left corner --</p> <p>4 Q. Okay.</p> <p>5 A. -- and find the same purchase order number</p> <p>6 referenced on our invoice, page 26, middle left.</p> <p>7 Q. Okay. So you shipped this out June 16th; is</p> <p>8 that correct?</p> <p>9 A. That's -- the invoice states ship date,</p> <p>10 6-16-2020.</p> <p>11 Q. Okay. But they requested it -- on page 27 they</p> <p>12 requested it on June 26.</p> <p>13 How --</p> <p>14 A. That is the requested receive-by date.</p> <p>15 Q. Okay. That's what requested means?</p> <p>16 A. On Hiller invoices, correct.</p> <p>17 Q. Okay. It doesn't say that, but that's fine.</p> <p>18 A. You're asking me the question -- Hiller asks --</p> <p>19 that's what they would like, is to have it received by</p> <p>20 that date.</p> <p>21 Q. Okay.</p> <p>22 A. The order date is listed right below the PO</p> <p>23 number, June 11th, 2020.</p> <p>24 Q. Okay. And why is there a differential in the</p> <p>25 price?</p>	<p>1 Blount Boats again; is that correct?</p> <p>2 A. I'm seeing a ship-to address, Blount Boats,</p> <p>3 Warren, Rhode Island.</p> <p>4 Q. That's from Hiller?</p> <p>5 A. Yes, it's a Hiller bill-to address.</p> <p>6 Q. That's December 27, 2022?</p> <p>7 A. That's what the ship date states.</p> <p>8 Q. Ah, may have found -- can you go to page 36,</p> <p>9 please.</p> <p>10 A. I'm there.</p> <p>11 Q. This is Continental Alarm &, ah, Detection; is</p> <p>12 that correct?</p> <p>13 A. That's correct; bill-to's Continental Alarm.</p> <p>14 Q. Ship-to?</p> <p>15 A. Kiewit Offshore in North Kingstown,</p> <p>16 Rhode Island.</p> <p>17 Q. And what did we say about Continental Alarm?</p> <p>18 MR. DIMAIO: Objection to form.</p> <p>19 BY MR. DAYIAN:</p> <p>20 Q. Is Continental Alarm & Detection a certified</p> <p>21 distributor?</p> <p>22 A. Yes, I looked 'em up earlier.</p> <p>23 Q. Ah, you didn't give us a contract for that,</p> <p>24 correct?</p> <p>25 A. I did not.</p>

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<p style="text-align: right;">Page 165</p> <p>1 Q. And they shipped to Rhode Island, according to 2 this invoice, yes? 3 A. Continental Alarm instructed us to drop-ship 4 into Rhode Island. 5 Q. Okay. And that's what all of these do. 6 Fireaway's shipping, in most cases, to the, ah -- a 7 different ship-to address, fair? 8 A. Ah, certainly, looking at these invoices, the 9 majority of 'em were shipped to a Rhode Island address, 10 correct. 11 Q. Can you look at page 38. 12 A. I'm there. 13 Q. Okay. Ah, this is a ship to a Rhode Island 14 address, correct? 15 A. Ship to SimplexGrinnell, Pawtucket, 16 Rhode Island. 17 Q. Can you go to page 40. 18 A. I'm there. 19 Q. Where is it shipped to? 20 A. Johnson Controls, Pawtucket, Rhode Island. 21 Q. And who is it billed to? 22 A. I'm not understanding. What do you mean, who 23 does it go to? 24 Q. Ah, okay. The page 40 Fireaway invoice has a 25 bill-to, ah, designation on the left.</p>	<p style="text-align: right;">Page 167</p> <p>1 A. No, sir. 2 Q. Can you go to page 42, please. 3 A. I'm there. 4 Q. Ah, this is, ah, Peripheral, yes? 5 A. The bill-to's Peripheral Manufacturing, 6 Englewood, Colorado. 7 Q. Is that where they were located at the time? 8 A. I can only go by what's here. I don't know 9 where Peripheral was located in 2014. 10 Q. This was January 27, 2014? 11 A. Correct. 12 Q. This is page 42, yes? 13 A. Correct. 14 Q. So would Peripheral have submitted, ah, a 15 separate purchase order to Fireaway? 16 MR. ROCHA: Objection. 17 THE WITNESS: I don't know that answer. 18 BY MR. DAYIAN: 19 Q. Okay. Do you know what the purpose of the 20 purchase order number in the first left-hand box is? 21 A. I would presume that's the purchase order that 22 was, ah, obtained during the purchase. 23 Q. And who would generate that, do you know? 24 A. Purchase orders would come from our 25 distributors.</p>
<p style="text-align: right;">Page 166</p> <p>1 Do you see that? 2 A. Yes, Johnson Controls also. 3 Q. So that was shipped to Johnson Controls, 4 Pawtucket, Rhode Island, yes? 5 A. That's what it indicates. 6 Q. And it's billed to Johnson Controls, ah, but an 7 office in New Hampshire, according to this? 8 A. That's correct. 9 Q. Ah, can you go to page 41, please. 10 A. I'm there. 11 Q. Ah, this is Nautical Fire Suppression? 12 A. Yes, that's the bill-to. 13 Q. Okay. And we talked about that company, didn't 14 we? 15 A. I could not locate them on our distributor list 16 at present. 17 Q. And where is this shipped, this one, page 41? 18 A. This was shipped to Quality Yacht Services, 19 Tiverton, Rhode Island. 20 Q. And that's September 9, 2011? 21 A. Correct. 22 Q. Nautical Fire Suppression Limited is located in 23 Canada? 24 A. According to this, Angus, Ontario, Canada. 25 Q. Okay. You don't know who they are offhand?</p>	<p style="text-align: right;">Page 168</p> <p>1 Q. And did I already ask you this one? Page 41 is 2 shipped to Rhode Island, yes? 3 A. Yes, that was the Tiverton, Rhode Island. 4 Q. No, I think this was Pawtucket. 5 A. (Inaudible.) 6 Q. Forty-two? 7 A. Forty-two is Pawtucket. 8 Q. Yeah. Fire Suppression Systems Group, do you 9 know who they are? 10 A. I do not. 11 Q. Okay. Is this, ah, invoice on your list, the 12 page 14 list? 13 A. Yes, it is. 14 Q. Okay. Where is it listed? 15 A. On page 14. 16 Q. Okay. By date? 17 A. Yeah. When you asked me earlier -- I asked it 18 twice -- you listed 2015. This is 2014. 19 Q. Wait, I listed what? Say that again. 20 A. This is on -- this is on page 14, the detailed 21 list. 22 Q. Okay. Yeah, it's No. 3, right? 23 A. I seem to -- I'm trying to get back there. I'm 24 sorry, I'm not that fast. 25 Q. That's okay.</p>

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<p style="text-align: right;">Page 169</p> <p>1 A. Yes, listed as item No. 3 on that list. 2 Q. Ah, can you go to page 44, please. 3 A. All right. I am on 44. 4 Q. Okay. Who is the ship-to? 5 A. Encore Fire Protection, Pawtucket, 6 Rhode Island. 7 Q. Are they a certified distributor? 8 A. They are at this point. 9 Q. And who's the bill-to on this particular one, 10 Exhibit 44 (sic)? 11 A. Peripheral Manufacturing. 12 Q. So you have a certified distributor selling to 13 a certified distributor? 14 A. You did not ask me if Encore was a certified 15 distributor in 2014. 16 Q. Were they? 17 A. I don't know. 18 Q. Okay. 19 A. I'd have to look at their agreement. 20 Q. All right. 21 A. Is there a chance we could take a five-minute 22 break? 23 MR. DAYIAN: Sure. 24 Everybody okay? 25 MR. DIMAIO: Yes.</p>	<p style="text-align: right;">Page 171</p> <p>1 Q. -- that's a ship to Peripheral at 2 70 Bacon Street, Pawtucket, Rhode Island. 3 Do you see that? 4 A. I do. 5 Q. Do you know why Peripheral is selling to 6 itself? 7 A. Those would be the ship-to addresses we were 8 given. 9 Q. Okay. 10 A. That's what's there. 11 Q. Okay. Can you go to, ah, page 59, please. 12 A. I'm there. 13 Q. This is ship to Suppression, 108, Pawtucket, 14 Rhode Island; is that right? 15 A. This is a purchase order from 16 Tyco SimplexGrinnell. That's what it's asking us to 17 ship to in Pawtucket, Rhode Island. 18 Q. Okay. And did Fireaway do that? 19 A. I'd have to look at the order to see. 20 Q. Okay. Can you look on your list. 21 A. Our list, ah, back to the famous page 14, shows 22 a shipment August 27, 2015 -- a shipment was sent on 23 August 27th, 2015, to SimplexGrinnell for \$116.25. 24 Q. So that matches the purchase order? 25 A. It appears to.</p>
<p style="text-align: right;">Page 170</p> <p>1 MR. DAYIAN: So we'll take a five- -- 2 five minutes all right with everybody? 3 MR. DIMAIO: Yes. I speak for everybody. 4 MR. DAYIAN: Okay. 5 (Recess was taken.) 6 BY MR. DAYIAN: 7 Q. Okay. Mr. Young, you're back? 8 A. I'm ready. 9 Q. Okay. Great. Thanks. Can you go to page 51, 10 sir. 11 A. I'm there. 12 Q. This was, ah, Peripheral -- to Peripheral 13 again; is that right? 14 A. That's what the invoice shows. 15 Q. March 23, 2016? 16 A. Yes. 17 Q. Ah, can you go to page 52. 18 A. I'm there. 19 Q. Okay. That's Peripheral to Encore? 20 A. That's correct. That's what I see. 21 Q. Yeah, Encore is 70 Bacon Street, Pawtucket, 22 Rhode Island? 23 A. That's correct. 24 Q. Ah, if you go back to page 51 for a second -- 25 A. Yeah.</p>	<p style="text-align: right;">Page 172</p> <p>1 Q. Can you go to page 61, please. 2 A. I'm there. 3 Q. That's the same thing, Tyco, ah, with a ship to 4 Pawtucket, Rhode Island; is that correct? 5 A. Yeah, this is a Tyco -- Tyco SimplexGrinnell 6 produced the purchase order asking us to ship items to 7 Pawtucket, Rhode Island. 8 Q. August 3, 2018? 9 A. Correct. 10 Q. August 3, 2018. Ah, can you go to page 65, 11 sir. 12 A. I'm there. 13 Q. Ah, who was the ship-to on this one? 14 A. Encore Fire Protection. 15 Q. And that's bill to Encore also? 16 A. That's what it states, yes. 17 Q. And these, ah, documents that have Fireaway -- 18 when they have "order" at the top -- what do you call 19 these, order forms, or what are these called in-house? 20 A. I'm sorry, but what are you looking at, where 21 it says "order" at the top? 22 Q. Ah... 23 A. I see "invoice" at the top. 24 Q. Ah, I'm looking at page 66 -- oh, yeah, 25 that's -- if you look at page 66, it says "order" --</p>

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<p style="text-align: right;">Page 173</p> <p>1 A. Yes.</p> <p>2 Q. -- at the top, but if you look at page 65 it</p> <p>3 says "invoice."</p> <p>4 So is there a difference, or what's the deal</p> <p>5 there?</p> <p>6 A. Yes, there's a difference. When we receive a</p> <p>7 purchase order from a distributor, we submit an order</p> <p>8 confirmation, which is, in essence, page 66. Once it</p> <p>9 ships and we produce an invoice, that would look like</p> <p>10 page 65.</p> <p>11 Q. Okay. Gotcha. So there's an order, a Fireaway</p> <p>12 order sheet, and then a Fireaway invoice sheet?</p> <p>13 A. Yes. The order confirmation allows the</p> <p>14 distributor to confirm what they ordered from us is</p> <p>15 correct.</p> <p>16 Q. Okay.</p> <p>17 A. You'll notice the invoice has payment</p> <p>18 information on it.</p> <p>19 Q. Okay. Does Fireaway receive a purchase order;</p> <p>20 then you generate the order sheet?</p> <p>21 A. That is generally what happens, yes.</p> <p>22 Q. And how does the customer confirm the order</p> <p>23 sheet?</p> <p>24 A. We submit the order back to them after</p> <p>25 receiving a purchase order, which informs them we've</p>	<p style="text-align: right;">Page 175</p> <p>1 BY MR. DAYIAN:</p> <p>2 Q. No, I know that, but that's an option, so</p> <p>3 Encore could write a check from a Rhode Island bank and</p> <p>4 send it to Fireaway in Illinois?</p> <p>5 MR. ROCHA: Objection.</p> <p>6 BY MR. DAYIAN:</p> <p>7 Q. That's one of the options?</p> <p>8 THE WITNESS: Yes, it's an option.</p> <p>9 BY MR. DAYIAN:</p> <p>10 Q. Okay. And do you still have Exhibit, ah, D</p> <p>11 open? That's where all those invoices are.</p> <p>12 A. I do, yes, page 14.</p> <p>13 Q. Right, that's now the famous page 14.</p> <p>14 A. Yes, I think we should call it that, yes.</p> <p>15 Q. Should have put your name on it so we could get</p> <p>16 you to sign it.</p> <p>17 Ah, okay. Ah, just bear with me so I can give</p> <p>18 you a page number, sorry, one second. Okay. So, ah, if</p> <p>19 you could turn to, ah, Exhibit, ah, D -- I'm sorry, if</p> <p>20 you can go back to Exhibit D. Let me know when you have</p> <p>21 that.</p> <p>22 A. I'm on D. I have D up front. What page?</p> <p>23 Q. Okay. Ah, page, ah, 120 on Exhibit D.</p> <p>24 A. I'm there.</p> <p>25 Q. Ah, Fireaway employed a gentleman by the name</p>
<p style="text-align: right;">Page 174</p> <p>1 received their purchase order and here is the</p> <p>2 confirmation. Hearing nothing else, we proceed with</p> <p>3 shipment, as long as payment details either have been</p> <p>4 arranged up front or credit terms have been obtained.</p> <p>5 Q. Okay. And how do they, ah, mention that, ah,</p> <p>6 in terms of payment or credit? So Fireaway accepts, ah,</p> <p>7 checks, correct?</p> <p>8 A. Yes.</p> <p>9 MR. ROCHA: Objection.</p> <p>10 BY MR. DAYIAN:</p> <p>11 Q. Ah, you accept wire transfer, checks, and</p> <p>12 credit cards?</p> <p>13 MR. ROCHA: Objection.</p> <p>14 THE WITNESS: Yes, all three.</p> <p>15 BY MR. DAYIAN:</p> <p>16 Q. Do you know how Encore typically pays?</p> <p>17 MR. ROCHA: Objection.</p> <p>18 THE WITNESS: No, sir.</p> <p>19 BY MR. DAYIAN:</p> <p>20 Q. Encore could write a check from a Rhode Island</p> <p>21 bank and send it to Fireaway.</p> <p>22 That's one of the options?</p> <p>23 MR. ROCHA: Objection.</p> <p>24 THE WITNESS: I don't know how they pay, sir.</p> <p>25</p>	<p style="text-align: right;">Page 176</p> <p>1 of Steven, ah, Ja- -- Ja- -- how do you say it, Janzen?</p> <p>2 A. Janzen.</p> <p>3 Q. Janzen. What were his dates of employment?</p> <p>4 A. According to this letter he started on or about</p> <p>5 September 3rd of 2007. He was -- his employment</p> <p>6 terminated I believe in April of 2016. I don't recall</p> <p>7 the exact dates, sir.</p> <p>8 Q. Okay. And page 120 is a, ah -- how would you</p> <p>9 describe this particular document?</p> <p>10 A. I believe this is an offer letter to</p> <p>11 Mr. Janzen.</p> <p>12 Q. Job description?</p> <p>13 A. I would call it an offer letter.</p> <p>14 Q. Offer letter, okay, offering the job of senior</p> <p>15 vice president, sales and marketing?</p> <p>16 A. That is the job description listed, yes.</p> <p>17 Q. Okay. Does it describe his territory?</p> <p>18 A. I don't see a reference to his territory.</p> <p>19 Q. Ah, the company covers business expenses.</p> <p>20 Ah, did Fireaway pay for his phone?</p> <p>21 A. I don't know that answer, sir.</p> <p>22 Q. Did Fireaway pay for his cell phone?</p> <p>23 A. I don't know that answer.</p> <p>24 Q. Do you know if he had a Rhode Island, ah,</p> <p>25 telephone number?</p>

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<p style="text-align: right;">Page 177</p> <p>1 A. I do not know that off the top of my head.</p> <p>2 Q. Do you know if he had a Rhode Island cell phone</p> <p>3 number?</p> <p>4 A. I do not know that answer.</p> <p>5 Q. Ah, did you know that, ah, he, ah, lived in</p> <p>6 Rhode Island when he was hired?</p> <p>7 A. The documents that I located showed two</p> <p>8 different addresses in Rhode Island and one in</p> <p>9 Massachusetts during his employment with us.</p> <p>10 Q. You produced an employment agreement, ah,</p> <p>11 page 122; is that correct?</p> <p>12 A. Yes, I see that.</p> <p>13 Q. Ah, it says he shall work from home and travel</p> <p>14 as required?</p> <p>15 A. Okay.</p> <p>16 Q. I mean, did I read that accurately?</p> <p>17 A. I guess which paragraph or page are you looking</p> <p>18 at, sorry?</p> <p>19 Q. Sorry, page 122, section 1.2, sub B.</p> <p>20 A. Yes, that states employees should work from</p> <p>21 home, should travel as required for his position and as</p> <p>22 otherwise reasonably requested by the company.</p> <p>23 Q. And he reports to the president of the company?</p> <p>24 A. That's what it stated at that time.</p> <p>25 Q. Does this document state a territory?</p>	<p style="text-align: right;">Page 179</p> <p>1 Q. -- all I'm getting at.</p> <p>2 A. I see an I-9 eligibility form here, page 129</p> <p>3 and 130, that's correct.</p> <p>4 Q. Okay. Page 129, he gave you a Wolcott Avenue,</p> <p>5 Middletown, Rhode Island, address?</p> <p>6 A. That's correct.</p> <p>7 Q. Okay. And that's when he was hired, September,</p> <p>8 ah, 2007, correct?</p> <p>9 A. That is the month that was on the agreement,</p> <p>10 yes.</p> <p>11 Q. Okay. He was a W- -- he submitted a W-4?</p> <p>12 A. Yes, I believe we, yes, submitted that, yeah,</p> <p>13 page 132.</p> <p>14 Q. Wolcott Avenue, Middletown, Rhode Island, he</p> <p>15 submitted on his W-4?</p> <p>16 A. Correct.</p> <p>17 Q. He was a W-2 employee?</p> <p>18 A. Correct.</p> <p>19 Q. Ah, Fireaway mailed him paychecks?</p> <p>20 A. I don't know if they were mailed or electronic,</p> <p>21 sir.</p> <p>22 Q. You produced paychecks starting at page 133.</p> <p>23 Is that true?</p> <p>24 A. Ah, page 133 was a -- one of the payche- -- or</p> <p>25 a paycheck that was in his employment file. There</p>
<p style="text-align: right;">Page 178</p> <p>1 A. This document appears to be ten pages long.</p> <p>2 Ah, do you want me to look through it, or can you point</p> <p>3 me to what you're looking at?</p> <p>4 Q. Well, I don't see a territory, but, ah, we can</p> <p>5 get back to it.</p> <p>6 Ah, you said that, ah, you saw different, ah,</p> <p>7 addresses, so do you know, ah, when this document was</p> <p>8 signed? Ah, page 127 has signatures, in your reference,</p> <p>9 but I don't know if I'm seeing a date, are you?</p> <p>10 A. I don't see a handwritten date, but there is a</p> <p>11 date of September 1, 2007, on page 122, the date of the</p> <p>12 agreement.</p> <p>13 Q. Okay. So when he was hired -- what was the</p> <p>14 month you said?</p> <p>15 A. September 2007.</p> <p>16 Q. Okay. Fireaway complied with, ah,</p> <p>17 Department of Homeland Security laws in hiring him, yes?</p> <p>18 MR. ROCHA: Objection.</p> <p>19 THE WITNESS: I'm not -- I don't have any, ah,</p> <p>20 ability to answer that question. This is 16, 17 years</p> <p>21 ago. I don't know that answer.</p> <p>22 BY MR. DAYIAN:</p> <p>23 Q. Well, you provided page 129, proof that you</p> <p>24 did, so that's --</p> <p>25 A. Okay.</p>	<p style="text-align: right;">Page 180</p> <p>1 were -- for some reason there were a couple of them in</p> <p>2 there.</p> <p>3 Q. Ah, I see, so you don't know whether -- ah, is</p> <p>4 there a date on this?</p> <p>5 A. Yes.</p> <p>6 Q. What's the -- oh, September...</p> <p>7 A. 14th, 2007.</p> <p>8 Q. '7. Okay. Do you know whether this was a, ah,</p> <p>9 check that was mailed to him and then you kept the copy,</p> <p>10 or do you -- you don't know?</p> <p>11 A. I don't know.</p> <p>12 Q. Okay. Ah, Fireaway withheld, ah, Rhode Island</p> <p>13 taxes for this employee; is that right?</p> <p>14 A. For that time period, yes.</p> <p>15 Q. Yeah, well, when you -- when you paid him you</p> <p>16 withheld Rhode Island taxes?</p> <p>17 A. Yes, but I'm also telling you that he lived in</p> <p>18 Massachusetts for a period of time is all I'm referring</p> <p>19 to.</p> <p>20 Q. Okay. Do you know what period of time?</p> <p>21 A. I do not. The records were not crystal clear</p> <p>22 on that.</p> <p>23 Q. Okay.</p> <p>24 A. But if you look at page 134, it's upside down,</p> <p>25 but, ah, that has Massachusetts withholding.</p>

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<p style="text-align: right;">Page 181</p> <p>1 Q. Okay. And then page 135 is back to 2 Rhode Island? 3 A. Looks like he's back to Rhode Island at an 4 address in Jamestown. 5 Q. Rhode Island? 6 A. Correct. 7 Q. And it looks like this -- and I say "this." 8 Page 135 is a -- this is direct deposit? 9 A. That is a direct deposit stub, that's correct. 10 Q. And it looks to me -- you tell me -- that this 11 page, 135, would have been mailed to him? 12 A. It's entirely possible, either mailed or 13 electronically, I don't know which. 14 Q. Okay. Ah, if you keep, ah -- oh, one more 15 thing about him. Did Fireaway have Rhode Island 16 workers' compensation insurance to cover him during the 17 time period he worked, ah, for Fireaway, '07 to '16? 18 A. I believe, ah, yes. 19 Q. Do you know the carrier? 20 A. I do not, no, I do not. 21 Q. Okay. Can you scroll down to page, ah, 138 on 22 that same exhibit, sir. 23 A. I'm there. 24 Q. Okay. Ah, this says "attachment A, design 25 program."</p>	<p style="text-align: right;">Page 183</p> <p>1 A. No, that's what marketing folks thinks grabs 2 your attention. 3 Q. Okay. 4 A. That's the way it always is -- 5 Q. Oh, okay. 6 A. -- at least our current, ah, letterhead, slash, 7 logo. 8 Q. Oh, I see at the top. It's not the full... 9 A. Yeah, at the top you got the full; at the 10 bottom, I don't know. 11 Q. I see. Okay. So this document, page 137, 12 says, "Fireaway provides distributors and original 13 equipment manufacturers with online training" -- you 14 covered that -- "design manuals" -- did you cover that? 15 What are design manuals? 16 A. That's the DIOM -- 17 Q. Okay. 18 A. -- design installation owner's manual. 19 Q. Ah, calculation programs, did you already 20 explain that to me? 21 A. Yes. That's the program that comes up with the 22 amount of aerosol -- grams of aerosol needed for 23 the space you're protecting. Yeah, I'll repeat. That, 24 ah, calculates the amount -- the grams of aerosol needed 25 to protect the space in question.</p>
<p style="text-align: right;">Page 182</p> <p>1 A. Yeah. 2 Q. Did I read that correctly? 3 A. Yes. 4 Q. And this is, ah, attachment A. It's on -- it 5 says "Fireaway," ah, up at the top. 6 What -- can you tell me what, ah -- it appears 7 that this page is from a larger document or book; is 8 that right? 9 A. No, this was a summary produced to provide a 10 reasonable explanation of what our design program does. 11 Q. Okay. So did you prepare this for this case? 12 A. I did not, but I asked our director of 13 engineering to prepare this for this case. 14 Q. Okay. Do you know why it's entitled 15 attachment A? 16 A. Ah, I think when we submitted the 17 interrogatories it was attached as attachment A is my 18 recollection. 19 Q. Okay. 20 A. There's no magic to that lettering. 21 Q. Okay. And then at the bottom there's like a -- 22 in the bottom right corner, ah, of page 138, do you know 23 what that is? 24 A. Yeah, I do. That's our logo. 25 Q. Did it get cut off or something or...</p>	<p style="text-align: right;">Page 184</p> <p>1 Q. And then it says "and technical bullet." 2 Are those available on the portal? 3 A. Yes. 4 Q. And then this document describes installation 5 guidelines, No. 3. 6 A. Yes, I see it. 7 Q. Is this a summary of a more complex 8 requirement? 9 A. Yes, the design installation and owner's 10 manual, DIOM, would have all of the details. 11 Q. I see. And the same thing with No. 4? 12 A. Yes. 13 MR. DAYIAN: Okay. All right. Well, those are 14 all the questions I have, ah... 15 MR. DIMAIO: I have some questions. 16 THE WITNESS: All right. I'll do my best. 17 18 EXAMINATION 19 BY MR. DIMAIO: 20 Q. All right. Ah, my name's Joe DiMaio, and I 21 represent Peripheral. 22 A. All right. 23 Q. Ah, and, as you know, you've been called upon 24 to testify as the designee for, ah, Fireaway, correct? 25 A. That is correct.</p>

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<p style="text-align: right;">Page 185</p> <p>1 Q. I believe the document that brings us here 2 today is Exhibit A. 3 Do you have that available? 4 A. Yes, give me a minute. Yes, I do, three -- 5 three pages? 6 Q. Yeah. 7 A. I have it in front of me. 8 Q. And so you do understand, and have understood 9 this entire time you have been testifying, that even 10 though you've been speaking and answering questions that 11 you're actually answering on behalf of the company, 12 right? 13 A. I do understand that, sir. 14 Q. And so if we -- or you've been asked questions 15 relative to you, you've been speaking on behalf of the 16 company, right? 17 A. To the best of my ability and knowledge, yes, 18 I've been speaking on behalf of the company. 19 Q. Your involvement in this litigation actually 20 began before your deposition, right? 21 A. Um, can you clarify a little for me. What do 22 you mean by my involvement? 23 Q. I can. So, ah, I'm going to have you refer to 24 Exhibit D. 25 A. All right. I'm on Exhibit D.</p>	<p style="text-align: right;">Page 187</p> <p>1 A. All right. 2 Q. And so I'm going to do my best to be as fair 3 with you as I can with my questioning, and we're all 4 going to try to treat the stenographer kindly by 5 speaking one at a time, correct? 6 A. Sounds good. 7 Q. Okay. So now, out of fairness, I want to give 8 you a chance to look at this document, and I'm going to 9 scroll -- you can see on the share screen it's showing 10 you page 1 out of 40. 11 Do you see that? 12 A. Yes. 13 Q. Okay. And you see it's got some blue type font 14 at the top? 15 A. Yes, I do see that. 16 Q. And I'm going to represent that this is 17 document No. 33, filed in federal court, and I'm going 18 to scroll down and let you see some of those pages, and 19 if you think I'm going too quick, you let me know. 20 Okay? 21 A. So far so good. 22 Q. And I can go quicker if you tell me to. 23 You can see I've scrolled down on the counter 24 to page 16 of 40, correct? 25 A. I see that, yes.</p>
<p style="text-align: right;">Page 186</p> <p>1 Q. And you can see Exhibit D -- ah, I'll give you 2 a chance just to scroll through that. 3 A. Yeah, we spent some time on that with, ah, 4 Mr. Dayian. 5 Q. Oh, I apologize, Exhibit F. 6 A. Bear with me a moment. 7 Q. Yeah, my eyes were on the wrong tab, I 8 apologize. 9 MR. ROCHA: Give me a second, Keath. It's not 10 pulling up for me. 11 MR. DIMAIO: Let me help you. I'm going to 12 share my screen to make it easier. Okay? 13 MR. ROCHA: Yeah, Joe. 14 (Exhibit F was introduced for identification.) 15 BY MR. DIMAIO: 16 Q. Ah, and if you -- you can see I'm sharing my 17 screen right now, yes? 18 A. Yes, I can see that. 19 Q. Okay. And while I'm doing this, if there's 20 something that you want me to do different to manipulate 21 the exhibit, you let me know. In other words, if you 22 want me to move it up or down, left, right, zoom in, 23 zoom out, that's fine. Of course, ah, you should have 24 access to them yourself. If you prefer doing that, just 25 let me know. Okay?</p>	<p style="text-align: right;">Page 188</p> <p>1 Q. Okay. And it still has at the top the blue 2 font, but now it shows document 33-2. 3 Do you see that? 4 A. I do. 5 Q. Okay. And this is where we get into -- on that 6 page 16, Exhibit A, and on page 17 it has "affidavit of 7 Keath Young." 8 Do you see that? 9 A. I do. 10 Q. Okay. So when I refer to your involvement 11 having begun before today, you recognize page 17 and 18 12 as an affidavit you swore to under oath and signed on or 13 about October 26th, 2023, agreed? 14 A. That's correct. 15 Q. Okay. And so now, when you signed that, you 16 understood the importance of that affidavit was to help 17 your lawyer in this litigation. 18 Is that fair to say? 19 MR. ROCHA: Objection. 20 THE WITNESS: I believe that was the general 21 intention, yes. 22 BY MR. DIMAIO: 23 Q. Okay. You understand, to be fair, when I use 24 the word "you," I'm actually referring to your company, 25 and you're the spokesperson on behalf of the company,</p>

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<p style="text-align: right;">Page 189</p> <p>1 correct?</p> <p>2 A. I do understand that, but thank you for the</p> <p>3 clarification.</p> <p>4 Q. I'm not picking on you personally is the point.</p> <p>5 Okay. And so, on behalf of the company, you</p> <p>6 understood it was important to provide accurate</p> <p>7 information to help this litigation process.</p> <p>8 Is that fair to say?</p> <p>9 MR. ROCHA: Objection.</p> <p>10 THE WITNESS: (Inaudible.)</p> <p>11 (Clarification by the reporter.)</p> <p>12 THE WITNESS: The answer was, "Yes, sir."</p> <p>13 BY MR. DIMAIO:</p> <p>14 Q. Okay. And so now, admittedly, when you went</p> <p>15 through this, ah, there's no mention of Encore Fire</p> <p>16 Protection in this affidavit, agreed?</p> <p>17 A. I don't believe Encore Fire Protection is</p> <p>18 listed in that affidavit.</p> <p>19 Q. Okay. But you understood that when this</p> <p>20 affidavit was executed the purpose of it was to describe</p> <p>21 Fireaway's, ah, sales and presence in Rhode Island,</p> <p>22 correct?</p> <p>23 MR. ROCHA: Objection.</p> <p>24 THE WITNESS: I'd have to go back and look at</p> <p>25 the details of that, sir, but...</p>	<p style="text-align: right;">Page 191</p> <p>1 A. That's correct.</p> <p>2 Q. All right. It has the word "supplemental," but</p> <p>3 I think, ah, on Tuesday your eyes were brought to the</p> <p>4 attention of page 37.</p> <p>5 Do you see that?</p> <p>6 A. Yes, I do.</p> <p>7 Q. All right. And it's got a date of October 17,</p> <p>8 2023, correct?</p> <p>9 A. That's what it states.</p> <p>10 Q. All right. So based on your recollection which</p> <p>11 one was signed first?</p> <p>12 A. The one that does not have the word</p> <p>13 "supplemental."</p> <p>14 Q. Okay.</p> <p>15 A. To the best of my knowledge, this should have</p> <p>16 read November 17th.</p> <p>17 Q. Okay. So based on your recollection of when</p> <p>18 you signed them, ah, does it comport with your</p> <p>19 recollection that you actually signed this affidavit --</p> <p>20 which is on page 37 of Exhibit G -- you actually signed</p> <p>21 that on November (sic); is that correct?</p> <p>22 A. That is what I recall.</p> <p>23 Q. So it appears maybe there's an inaccuracy,</p> <p>24 that, ah, somebody should have corrected the October</p> <p>25 month and wrote November, correct?</p>
<p style="text-align: right;">Page 190</p> <p>1 BY MR. DIMAIO:</p> <p>2 Q. Did you finish your answer? I heard a "but,"</p> <p>3 and then it trailed --</p> <p>4 A. I finished my answer.</p> <p>5 Q. Okay. Then subsequently you authored a</p> <p>6 different affidavit; is that right?</p> <p>7 MR. ROCHA: Objection.</p> <p>8 THE WITNESS: That is correct, we did a second</p> <p>9 affidavit, supplemental I believe.</p> <p>10 BY MR. DIMAIO:</p> <p>11 Q. And so I'm confused as to which one was signed</p> <p>12 when, and I'm going to switch exhibits. Okay?</p> <p>13 A. Okay.</p> <p>14 Q. I've now switched to Exhibit G, and you can see</p> <p>15 on the counter Exhibit G has a total of 59 pages,</p> <p>16 agreed?</p> <p>17 A. Agreed.</p> <p>18 (Exhibit G was introduced for identification.)</p> <p>19 BY MR. DIMAIO:</p> <p>20 Q. And just bear with me.</p> <p>21 A. Page 37.</p> <p>22 Q. You're good. Thank you. Well, actually, go to</p> <p>23 page 36.</p> <p>24 That's the beginning of your supplemental</p> <p>25 affidavit, correct?</p>	<p style="text-align: right;">Page 192</p> <p>1 A. That is what I would presume.</p> <p>2 Q. Okay. And so, now, when you signed that</p> <p>3 affidavit on behalf of the company, you told us about</p> <p>4 Encore Fire Protection, correct?</p> <p>5 A. Ah, yes, it appears to be listed in item 6.</p> <p>6 Q. Okay. I see in item 5 it talks about Encore.</p> <p>7 A. Yes, both, you're correct.</p> <p>8 Q. Okay. You're right. And now I see item 6 also</p> <p>9 talks about Encore, correct?</p> <p>10 A. Correct.</p> <p>11 Q. Okay. And so, ah, what was your understanding</p> <p>12 as to the reason that you were signing a supplemental</p> <p>13 affidavit, ah, in November of 2023?</p> <p>14 MR. ROCHA: Objection.</p> <p>15 THE WITNESS: I'm sorry, sir, I don't remember</p> <p>16 the exact reason.</p> <p>17 BY MR. DIMAIO:</p> <p>18 Q. I'm not asking you for the reason, and</p> <p>19 certainly I don't want anything discussed with counsel.</p> <p>20 I'm just asking for your understanding.</p> <p>21 MR. ROCHA: Objection.</p> <p>22 THE WITNESS: I presume, because it's</p> <p>23 supplemental, this is some additional information we</p> <p>24 wanted to present.</p> <p>25</p>

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<p style="text-align: right;">Page 193</p> <p>1 BY MR. DIMAIO:</p> <p>2 Q. What was the reason it was being presented?</p> <p>3 MR. ROCHA: Objection.</p> <p>4 THE WITNESS: I don't know that I have an</p> <p>5 answer to that, sir. I don't recall.</p> <p>6 BY MR. DIMAIO:</p> <p>7 Q. Okay. When you signed this, ah, supplemental</p> <p>8 affidavit, had you already an opportunity to review, ah,</p> <p>9 what we have seen in Exhibit F? And you can see I</p> <p>10 switched back to Exhibit F. Do you see that?</p> <p>11 A. I do see that. I'm sure that, yes, I had the</p> <p>12 opportunity to look at Exhibit F prior to signing that</p> <p>13 supplemental.</p> <p>14 Q. Okay. And so, ah, Exhibit F, some of those</p> <p>15 documents -- let's go back to the first page of that</p> <p>16 docket. It says, "Defendant Fireaway Inc.'s motion to</p> <p>17 dismiss third-party plaintiff J. Gallant Electrical</p> <p>18 Services, Inc.'s first amended third-party complaint for</p> <p>19 lack of personal jurisdiction."</p> <p>20 Did I read that correctly?</p> <p>21 A. I believe you did.</p> <p>22 Q. Okay. And did you understand, ah, at least in</p> <p>23 November, that you were signing an affidavit for the</p> <p>24 purposes stated on this Exhibit F?</p> <p>25 MR. ROCHA: Objection.</p>	<p style="text-align: right;">Page 195</p> <p>1 clarity you're asking me to.</p> <p>2 BY MR. DIMAIO:</p> <p>3 Q. Okay. But you can recall with clarity that at</p> <p>4 least when you signed the November affidavit you had the</p> <p>5 benefit of having seen, ah, Exhibit F, correct, the</p> <p>6 earlier documents?</p> <p>7 A. Yes, sir, I could certainly, ah, agree to that.</p> <p>8 Q. Okay. So it's fair to say that you had an</p> <p>9 understanding that it was, ah, with respect to an issue</p> <p>10 germane to personal jurisdiction of your company.</p> <p>11 Is that fair to say?</p> <p>12 MR. ROCHA: Objection.</p> <p>13 THE WITNESS: Please repeat that.</p> <p>14 MR. DIMAIO: I can have the stenographer repeat</p> <p>15 it better, and that way he doesn't have to object twice.</p> <p>16 THE REPORTER: "Question: Okay. So it's fair</p> <p>17 to say that you had an understanding that it was, ah,</p> <p>18 with respect to an issue germane to personal</p> <p>19 jurisdiction of your company.</p> <p>20 "Is that fair to say?"</p> <p>21 THE WITNESS: Thank you for that repeat. Yes,</p> <p>22 I would agree with that.</p> <p>23 BY MR. DIMAIO:</p> <p>24 Q. Okay. As a matter of fact, it's your</p> <p>25 understanding the reason you're testifying today, and</p>
<p style="text-align: right;">Page 194</p> <p>1 THE WITNESS: Yes, I did.</p> <p>2 BY MR. DIMAIO:</p> <p>3 Q. Okay. And the reason -- just to be fair with</p> <p>4 you, let's go to Exhibit G, and I'm going to go to the</p> <p>5 top of Exhibit G.</p> <p>6 Do you see where it says "third-party defendant</p> <p>7 Fireaway, LLC's reply memorandum"? Do you see that?</p> <p>8 A. I do.</p> <p>9 Q. Okay. And also you can see that it bears a</p> <p>10 stamp of November 17, 2023.</p> <p>11 Do you see that?</p> <p>12 A. I do.</p> <p>13 Q. Okay. And I don't know whether you would have</p> <p>14 seen this document before you signed your affidavit, the</p> <p>15 one that we found on page --</p> <p>16 A. Thirty-seven.</p> <p>17 Q. -- 36 and 37.</p> <p>18 So, to be fair with you, I've asked you about</p> <p>19 the prior document, so let me ask you this. With</p> <p>20 respect to this affidavit, 30- -- on page 36 and 37, did</p> <p>21 you have the opportunity to see the pages that are</p> <p>22 demonstrated on page 1 through 20 before you signed the</p> <p>23 November 2023 affidavit?</p> <p>24 MR. ROCHA: Objection.</p> <p>25 THE WITNESS: I can't recall that with the</p>	<p style="text-align: right;">Page 196</p> <p>1 the reason you testified past Tuesday, is specifically</p> <p>2 pursuant to a Court order that allows us to take</p> <p>3 jurisdictional discovery, meaning a single</p> <p>4 jurisdictional deposition, correct?</p> <p>5 MR. ROCHA: Objection.</p> <p>6 THE WITNESS: Yes, I understand that.</p> <p>7 BY MR. DIMAIO:</p> <p>8 Q. Okay. How is it you understood it? Is it from</p> <p>9 a document you read issued by the Court?</p> <p>10 MR. ROCHA: Objection.</p> <p>11 THE WITNESS: I would say it's a combination of</p> <p>12 documents, as well as discussion with my attorney.</p> <p>13 BY MR. DIMAIO:</p> <p>14 Q. Okay. Don't want to know what you discussed</p> <p>15 with your attorney.</p> <p>16 A. I understand.</p> <p>17 Q. Okay. As you sit here today, and Tuesday, you</p> <p>18 understood you would be testifying about jurisdictional</p> <p>19 issues pertinent to your company and their presence in</p> <p>20 Rhode Island, correct?</p> <p>21 A. That's what I believed I'd be answering</p> <p>22 questions to, correct.</p> <p>23 Q. And answering questions with respect to all of</p> <p>24 those items that we looked at in Exhibit A, correct?</p> <p>25 MR. ROCHA: Objection.</p>

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<p style="text-align: right;">Page 197</p> <p>1 THE WITNESS: I understood those were at least 2 what the objective of these two depositions were about, 3 yes. 4 BY MR. DIMAIO: 5 Q. And you understood the importance of doing our 6 best to provide accurate information for the Court, 7 correct? 8 A. Yes, sir. 9 Q. As a matter of fact, when you signed the 10 affidavit, ah, which we saw on page -- oops -- 36 and 11 37, again of Exhibit G, you understood it was pursuant 12 to that same purpose, correct? 13 A. Yes, sir. 14 Q. And so now you've also cooperated with your 15 attorney to provide documents, right? 16 A. Yes, I have. 17 Q. And those documents include, ah, distributor 18 agreements, correct? 19 A. Yes, there were numerous distributor agreements 20 provided. 21 Q. Okay. And you understand that, ah, again, we 22 try our best to be accurate and provide the Court with, 23 ah, complete information so he can evaluate this issue, 24 right? 25 A. Yes.</p>	<p style="text-align: right;">Page 199</p> <p>1 Q. Okay. And, also, you told us that you ran some 2 numbers, right? 3 MR. ROCHA: Objection. 4 BY MR. DIMAIO: 5 Q. I'm going to change the question. Do you 6 remember Exhibit D? I'm showing you Exhibit D. Do you 7 remember Exhibit D, page 14? 8 A. I do. 9 Q. Okay. You ran those numbers, right? 10 A. Correct. 11 Q. When did you run those numbers the first time? 12 A. I don't recall the exact date. 13 Q. So based upon a logical relationship, ah, did 14 you run them at some time after you signed the 15 affidavit -- we'll call it the supplemental affidavit -- 16 that is in Exhibit G, which I'm showing you now? 17 A. I'm sorry, but you're going to have to clarify. 18 Did I run them when and what affidavit? 19 Q. Okay. I'm showing you Exhibit G, page 36. 20 Do you see that? 21 A. I do, the supplemental affidavit. 22 Q. Okay. And for purposes of today we're going to 23 refer to this as the supplemental affidavit. Okay? 24 A. Okay. 25 Q. Should make it easier for the steno if we do</p>
<p style="text-align: right;">Page 198</p> <p>1 Q. Okay. Is there any reason that when you -- 2 after you signed two affidavits, meaning the one that's 3 in Exhibit G and the one in Exhibit D, that your company 4 didn't tell us about all these other distributors -- 5 MR. ROCHA: Objection. 6 BY MR. DIMAIO: 7 Q. -- Rhode Island? 8 MR. ROCHA: Objection. 9 BY MR. DIMAIO: 10 Q. Let me rephrase it. There was an objection. 11 What was the reason that your company was not 12 forthcoming with all these additional distributors, in 13 addition to Encore, after it had to sign this 14 supplemental affidavit? 15 MR. ROCHA: Objection. 16 THE WITNESS: My initial understanding of what 17 was requested were distributors in Rhode Island, and as 18 we went through additional documents we found other 19 distributors that had sold into Rhode Island, therefore, 20 provided additional distributor agreements. 21 BY MR. DIMAIO: 22 Q. Until this day you have not supplemented, ah, 23 this, ah, affidavit, which is on pages 36 and 37 of 24 Exhibit G; is that correct? 25 A. I'm not aware of any additional, ah, affidavit.</p>	<p style="text-align: right;">Page 200</p> <p>1 that. Okay? 2 A. Okay. 3 Q. And, ah, the question is did you run the 4 numbers that I showed you -- and I'm bouncing back to 5 Exhibit D, page 14 -- did you run these numbers before 6 you authored the supplemental affidavit? 7 A. Yes. 8 Q. And so isn't it fair to say that in the 9 supplemental affidavit you did not update the percentage 10 of business that was done in Rhode Island, which is in 11 Exhibit D? Isn't that fair to say? 12 MR. ROCHA: Objection. 13 THE WITNESS: You're referring to item 11? 14 BY MR. DIMAIO: 15 Q. Yes, I am. 16 A. Yes, certainly from .05 percent to .06 percent 17 was not updated. Again, I deemed it to be an immaterial 18 number, maybe others did not. 19 Q. Okay. So I'm going to kind of switch topics 20 for a second. Let's go to Exhibit D, and when we go to 21 page 15 we can see we've got the distributor agreement 22 for Performance System Integration, ah, Corp, correct? 23 A. Yes, I see that. 24 Q. And then after that you provided an agreement 25 for Peripheral, correct, Exhibit E?</p>

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<p style="text-align: right;">Page 201</p> <p>1 A. Correct, I see it.</p> <p>2 Q. And that starts on page 32, correct?</p> <p>3 A. That is correct.</p> <p>4 Q. Okay. So why is it that you did not at this</p> <p>5 time, for purposes of Exhibit D, provide the original</p> <p>6 distributor agreement with Peripheral?</p> <p>7 MR. ROCHA: Objection.</p> <p>8 THE WITNESS: I was under the impression the</p> <p>9 current agreement was what was desired.</p> <p>10 BY MR. DIMAIO:</p> <p>11 Q. All right. So, going back to page 14, you can</p> <p>12 see at the bottom you did somewhat qualify these</p> <p>13 numbers, indicating, "Detailed order records prior to</p> <p>14 2011 have not been retained."</p> <p>15 Did I read that correctly?</p> <p>16 A. Yes, you did.</p> <p>17 Q. You agree that for purposes of this litigation</p> <p>18 that the business under the Aero-K brand dated much</p> <p>19 further -- much sooner than 2011, correct?</p> <p>20 A. Yes, there were certainly shipments prior to</p> <p>21 2011.</p> <p>22 Q. As a matter of fact, ah, I'm now back to</p> <p>23 Exhibit G.</p> <p>24 Do you see that?</p> <p>25 A. I do.</p>	<p style="text-align: right;">Page 203</p> <p>1 understand you weren't with the company then, were you?</p> <p>2 A. I was not. Can you explain what scope of the</p> <p>3 marking means.</p> <p>4 Q. Okay. Well, back on Exhibit A, you knew that</p> <p>5 you would be addressing marketing issues, correct?</p> <p>6 A. Okay. Yes, I'm sorry, marketing, I thought you</p> <p>7 said marking, my apologies.</p> <p>8 Q. Okay. My apologies. You also understand</p> <p>9 generally that all of these distributor agreements, they</p> <p>10 have territories, and some of them don't. Some of them</p> <p>11 are the whole USA, correct?</p> <p>12 A. That's correct, they vary.</p> <p>13 Q. And you agree, based on language in those</p> <p>14 agreements -- and I'll be happy to march you through a</p> <p>15 few of 'em -- that Fireaway has retained control to</p> <p>16 dictate which territories your distributors can and</p> <p>17 cannot market in? Is that agreed?</p> <p>18 A. That is generally correct, in most distributor</p> <p>19 agreements, yes. I would not argue with that.</p> <p>20 Q. We've seen some that specifically articulate</p> <p>21 that a distributor may market in Rhode Island, correct?</p> <p>22 A. That's correct.</p> <p>23 Q. Okay. And so, now, ah, this agreement, ah, you</p> <p>24 would agree, which is Exhibit G, ah, this allows</p> <p>25 Peripheral to market throughout the whole country.</p>
<p style="text-align: right;">Page 202</p> <p>1 Q. And as I scroll down to page 41 of Exhibit G,</p> <p>2 we have a document.</p> <p>3 Do you recognize what this document is?</p> <p>4 A. It is an earlier version of a distributor</p> <p>5 agreement with Peripheral.</p> <p>6 Q. Okay. And this here is dated July 20th, 2006,</p> <p>7 correct?</p> <p>8 A. Agreed.</p> <p>9 Q. And this starts on page 41, agreed?</p> <p>10 A. Okay.</p> <p>11 Q. And it continues to page 56, inclusive of the</p> <p>12 exhibits, correct?</p> <p>13 A. That's -- I would agree.</p> <p>14 Q. Okay. Do you know, did you assist in locating</p> <p>15 and providing this document to your attorney?</p> <p>16 A. I don't recall submitting this one to my</p> <p>17 attorney. As I stated earlier, I was under the</p> <p>18 impression the current one was what was requested.</p> <p>19 Q. Okay. Prior to your testimony, ah, had you</p> <p>20 knowledge of this agreement, ah...</p> <p>21 A. Yes, I'm aware that there are predecessor</p> <p>22 agreements for Peripheral.</p> <p>23 Q. Okay. Do you have an understanding as to, ah,</p> <p>24 the scope of the marketing that was contemplated back on</p> <p>25 July 20 of 2006, when this agreement was authorized? I</p>	<p style="text-align: right;">Page 204</p> <p>1 Is that fair to say?</p> <p>2 MR. ROCHA: Objection.</p> <p>3 THE WITNESS: That's my understanding.</p> <p>4 BY MR. DIMAIO:</p> <p>5 Q. Okay. And you had an opportunity to review</p> <p>6 this particular agreement before today; is that right?</p> <p>7 A. I don't recall looking at this agreement prior</p> <p>8 to -- at least not in the last few weeks.</p> <p>9 Q. Okay. I'm going to ask you if you know who</p> <p>10 signed this. Let me get to that page.</p> <p>11 A. Sure, 51.</p> <p>12 Q. Thank you. So page 51 of Exhibit G has a name,</p> <p>13 Marc V. Gross, president.</p> <p>14 Do you know who that person is?</p> <p>15 A. I do know who that person is, yes.</p> <p>16 Q. Who is that person?</p> <p>17 A. He is the former president of Fireaway and one</p> <p>18 of the founders.</p> <p>19 Q. Okay. Is he still in some fashion associated</p> <p>20 or affiliated with Fireaway?</p> <p>21 A. He has no day-to-day operational affiliation.</p> <p>22 He is no longer an employee. He remains a shareholder.</p> <p>23 Q. Okay. And so in terms of the scope of</p> <p>24 marketing allowed to Fireaway, would he be the best</p> <p>25 person to discuss this agreement with?</p>

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<p style="text-align: right;">Page 205</p> <p>1 A. In 2006 you could count the employees at 2 Fireaway I believe on one hand. He is likely -- would 3 likely be one of the few people who might understand the 4 marketing activities in 2006. 5 Q. Okay. And I'm trying to explore -- I 6 understand you know a lot of information. You studied 7 up to answer our questions, correct? 8 A. I certainly tried, sir. 9 Q. But at some point there's just -- there's a 10 limit to what you know, correct? 11 A. Without knowing ahead of time what you're going 12 to ask me, there is certainly a limit to what I know. 13 Q. I was just going to make that point. 14 A. Thank you. 15 Q. Would have been great if we gave you all the 16 questions in advance, right? 17 A. Well, I might have known a few more at least, 18 yes. 19 Q. Okay. And so there's no dispute that this 20 agreement was, ah, valid when it was signed by 21 Marc Gross, correct? 22 A. I believe that's a correct statement, yes. 23 Q. Okay. And there's no dispute that, ah, since 24 then your agreements have changed, correct? 25 A. There have been a number of changes to our</p>	<p style="text-align: right;">Page 207</p> <p>1 discussion the other day on this. 2 Q. Okay. And it was certainly, ah, Fireaway's 3 intention to market not just within the United States, 4 but globally, correct? 5 A. Ah, Fireaway certainly markets globally. 6 Frankly, that's where most of our effort goes, yes. 7 Q. Okay. But do you remember testifying that you 8 had about, ah, 200 distributors? 9 A. I believe it was 200-plus, but, ah, I don't 10 know -- if I stated an exact number, I don't recall it. 11 Q. Ah, let me check my notes. 12 I think you said it was over 200 distributors, 13 correct? 14 A. That's possible. 15 Q. All right. And so just to get an 16 understanding, as if it were horseshoes and hand 17 grenades, when you said over 200 distributors, did you 18 actually intend to convey it's more than a million 19 distributors? 20 A. More than a million, is that what you said, 21 sir? 22 Q. Yes. I know that's an extreme number, but I 23 just want to kind of establish some parameters. 24 A. No, I guess my understanding was I knew we had 25 over 200 but certainly not over a thousand.</p>
<p style="text-align: right;">Page 206</p> <p>1 distributor agreements throughout the years, yes. 2 Q. Okay. But still, throughout the years, 3 Fireaway has always maintained the ability and 4 opportunity to control, ah, the territories that its 5 distributors are marketing, correct? 6 MR. ROCHA: Objection. 7 THE WITNESS: Yes, that's generally correct. 8 BY MR. DIMAIO: 9 Q. All right. And when it comes to marketing, we 10 reviewed some of the language that talks about, ah, 11 marketing efforts. I've now gone back to Exhibit D. 12 Do you see that? 13 A. I do. 14 Q. All right. In Exhibit D, page 16, it talks 15 about marketing efforts, correct? 16 A. I see that, yes. 17 Q. Okay. And it talks about, ah, the distributor 18 shall immediately purchase sufficient quantities of 19 products to facilitate the approvals requirements 20 process, correct? 21 A. I do see that. 22 Q. Okay. Ah, and also it talked about -- and you 23 remember we asked you questions about marketing plans, 24 correct? 25 A. Yes, I see that there, and I do recall some</p>	<p style="text-align: right;">Page 208</p> <p>1 Q. And so to be fair with people, and I don't want 2 to take a lot of time trying to narrow the breadth of 3 the 200 number, but when you say 200, you would say, 4 give or take, how many? 5 A. Ah, I would not take any, because I know it's 6 over 200. 7 Q. All right. 8 A. Could be -- could be 250, could be 275, maybe 9 it's 300 -- it might even be over 300 -- but it's in 10 that range. 11 Q. Okay. And so, to be fair with everybody, you 12 would agree it's not over 400? 13 A. I would agree to that. 14 Q. Okay. So now would you agree, ah, for 15 statistical purposes, that if you had two distributors 16 in Rhode Island, out of 400, out of the whole wide 17 world, that is a significant number, isn't it? 18 MR. ROCHA: Objection. 19 THE WITNESS: In my opinion that is an 20 insignificant number. 21 BY MR. DIMAIO: 22 Q. Okay. How many distributors do you have in 23 Taipei? 24 A. I don't know that answer. 25 Q. How many states do you have more than one</p>

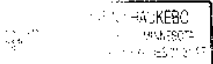
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<p style="text-align: right;">Page 209</p> <p>1 distributor?</p> <p>2 A. I don't know that answer.</p> <p>3 Q. Are there any states where you have just a</p> <p>4 single distributor?</p> <p>5 A. I don't know that answer.</p> <p>6 Q. Are there any states where you just -- strike</p> <p>7 that.</p> <p>8 Are there any countries where you have just a</p> <p>9 single distributor?</p> <p>10 A. Ah, yes, there are.</p> <p>11 Q. Which ones?</p> <p>12 A. I don't know that off the top of my head.</p> <p>13 Q. All right. Do you think they have the</p> <p>14 impression that they are statistically insignificant</p> <p>15 when it comes to Fireaway?</p> <p>16 MR. ROCHA: Objection.</p> <p>17 THE WITNESS: My opinion on that answer really</p> <p>18 focuses on how much activity they do with us.</p> <p>19 BY MR. DIMAIO:</p> <p>20 Q. Okay. So, focusing in on the activity, you</p> <p>21 agree that at least in the United States that you've</p> <p>22 dictated territories, correct?</p> <p>23 MR. ROCHA: Objection.</p> <p>24 THE WITNESS: We generally do dictate</p> <p>25 territories in the United States, that's correct.</p>	<p style="text-align: right;">Page 211</p> <p>1 BY MR. DIMAIO:</p> <p>2 Q. All right. On page 140, Exhibit D, do you see</p> <p>3 it?</p> <p>4 A. I do.</p> <p>5 Q. All right. So, ah, we looked at this the other</p> <p>6 day, Tuesday, and so, ah, we saw something that said --</p> <p>7 on the very first line, on page 140 of Exhibit D, it</p> <p>8 says "e-mail campaign."</p> <p>9 Do you see that?</p> <p>10 A. I do.</p> <p>11 Q. All right. For purposes of, ah, this</p> <p>12 deposition, you knew you would have to testify as to all</p> <p>13 of these pages in Exhibit D.</p> <p>14 Is that fair to say?</p> <p>15 A. Yes, I figured everything on these exhibits</p> <p>16 would be something that could be discussed.</p> <p>17 Q. All right. And you also understood from</p> <p>18 Exhibit A that you could have to discuss e-mail,</p> <p>19 correct?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. And so exactly what is this e-mail</p> <p>22 campaign? When did it take place?</p> <p>23 A. Can you scroll left or right, or have we seen</p> <p>24 everything here?</p> <p>25 Q. I'm going to minimize this just to have a</p>
<p style="text-align: right;">Page 210</p> <p>1 BY MR. DIMAIO:</p> <p>2 Q. Okay. You agree that if this litigation were</p> <p>3 pending in Massachusetts you would have no problem</p> <p>4 agreeing that Massachusetts has jurisdiction over your</p> <p>5 company, such that you might anticipate you could get</p> <p>6 sued there? Would you agree with that statement?</p> <p>7 MR. ROCHA: Objection.</p> <p>8 THE WITNESS: I would not agree that I would</p> <p>9 know that information. I would agree that it is</p> <p>10 certainly a possibility.</p> <p>11 BY MR. DIMAIO:</p> <p>12 Q. All right. Well, ah, you certainly have</p> <p>13 attended conferences in Massachusetts, right?</p> <p>14 A. I'm aware of at least one conference that</p> <p>15 Fireaway attended in the last few years, yes.</p> <p>16 Q. And you might have even paid for a booth so</p> <p>17 that you could, ah, market; is that correct?</p> <p>18 A. Ah, I believe we may have had a booth there,</p> <p>19 but I don't recall, sir.</p> <p>20 Q. All right. And so you also testified about</p> <p>21 e-mail.</p> <p>22 Do you remember testifying about e-mail?</p> <p>23 MR. ROCHA: Objection.</p> <p>24 THE WITNESS: You'd have to give me the</p> <p>25 specifics to recall.</p>	<p style="text-align: right;">Page 212</p> <p>1 better understanding so I can now see more of the</p> <p>2 document.</p> <p>3 We agree that we don't have the bottom,</p> <p>4 correct?</p> <p>5 A. (No audible response.)</p> <p>6 Q. And certainly I'm going to encourage you to use</p> <p>7 your own copy, because I'm going to represent I'm</p> <p>8 scrolling as far down as I can, and the bottom line that</p> <p>9 I see is this one, ah, distributor, Hiller Amesbury.</p> <p>10 Do we all agree that's the limitation of this</p> <p>11 last page, 140?</p> <p>12 A. Yeah, I'm seeing that also. It's the last one</p> <p>13 I see.</p> <p>14 Q. Ah --</p> <p>15 A. This report was a simple -- I was asked to put</p> <p>16 together e-mails that may have come -- that we could</p> <p>17 identify came in and out of Rhode Island.</p> <p>18 Q. Okay. You see where it says "e-mail campaign,"</p> <p>19 correct?</p> <p>20 A. I do.</p> <p>21 Q. And off to the right it says "creation date,</p> <p>22 11-29-23," correct?</p> <p>23 A. That's correct.</p> <p>24 Q. All right. Ah, what does the creation date</p> <p>25 correlate to?</p>

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<p>Page 213</p> <p>1 A. I do not know that answer, sir.</p> <p>2 Q. Do you know who puts in the creation date?</p> <p>3 A. I can only imagine that is a system-generated</p> <p>4 date, but I don't know that, sir.</p> <p>5 Q. What system would have generated this document</p> <p>6 for you?</p> <p>7 A. I believe this came out of Salesforce.</p> <p>8 Q. And is there somebody at your company that has</p> <p>9 a better understanding of the Salesforce program than</p> <p>10 you?</p> <p>11 A. Most certainly.</p> <p>12 Q. Okay. So where it says "e-mail campaign,"</p> <p>13 would there be somebody else in Salesforce that would</p> <p>14 have a better understanding of what that e-mail campaign</p> <p>15 was?</p> <p>16 A. Yes, there would be.</p> <p>17 Q. Who would that person be?</p> <p>18 A. That is Louise Dillon, our marketing manager.</p> <p>19 MR. ROCHA: Hey, Joe, I gotta call it, man.</p> <p>20 It's 5 o'clock. I gotta go pick up kids.</p> <p>21 MR. DIMAIO: All right. Ah, let me just finish</p> <p>22 up, ah, on Louise Dillon, and then I'll agree to</p> <p>23 suspend. Okay?</p> <p>24 BY MR. DIMAIO:</p> <p>25 Q. Louise Dillon is your current marketing</p>	<p>Page 215</p> <p>1 funeral on Monday.</p> <p>2 MR. CROWELL: Have we had a full eight hours</p> <p>3 yet? I know the rules provide at least an eight-hour</p> <p>4 day. I don't think we have. I think there was a</p> <p>5 two-hour bit on top, so...</p> <p>6 MR. ROCHA: (Inaudible.)</p> <p>7 MR. DIMAIO: Can we all agree right now we're</p> <p>8 off the record?</p> <p>9 MR. CROWELL: Yes.</p> <p>10 MR. DIMAIO: All right.</p> <p>11 (Discussion was held off the record.)</p> <p>12 THE REPORTER: Can I just clarify the</p> <p>13 transcript orders for this Volume II deposition also.</p> <p>14 MR. DIMAIO: Same as last, running order.</p> <p>15 MR. DAYIAN: Same as last time, I think for</p> <p>16 everybody, right?</p> <p>17 MR. ROCHA: E-tran for me, please.</p> <p>18 THE REPORTER: Mr. Crowell?</p> <p>19 MR. CROWELL: I don't need anything.</p> <p>20</p> <p>21 (Volume II of the deposition</p> <p>22 was concluded at 4:05 p.m.)</p> <p>23</p> <p>24 (Exhibits H and I were introduced</p> <p>25 for identification.)</p>
<p>Page 214</p> <p>1 manager; is that right?</p> <p>2 A. That's correct.</p> <p>3 Q. And how long has she been employed with the</p> <p>4 company?</p> <p>5 A. Ten-plus years, but I'm not sure the exact time</p> <p>6 frame.</p> <p>7 Q. Okay. And, ah, she's not out on leave, so if</p> <p>8 we want to ask her questions about this, we'll be able</p> <p>9 to do that?</p> <p>10 A. She's certainly available, with reasonable</p> <p>11 notice.</p> <p>12 MR. DIMAIO: Excellent. I agree we'll suspend,</p> <p>13 ah, out of deference to you, Kurt. I don't know if you</p> <p>14 want to nail down a next date, ah, or if you want to</p> <p>15 figure that out next week, Kurt. You gotta run. I can</p> <p>16 see you're squirming.</p> <p>17 MR. ROCHA: No, ah, I mean, ah, I'll be honest</p> <p>18 with you, I gotta think about it over the weekend. I'm</p> <p>19 inclined -- I'm probably going to -- I don't want to say</p> <p>20 "probably." I gotta think about it. (Inaudible)</p> <p>21 protective order on this. I mean, this is -- we've been</p> <p>22 going at it for a while now.</p> <p>23 MR. DIMAIO: All right. Ah, I just started my</p> <p>24 questions, but, nonetheless, ah, we'll touch base on</p> <p>25 Tuesday. Unfortunately, I have to go to a family</p>	<p>Page 216</p> <p>1 NOTARY REPORTER'S CERTIFICATE</p> <p>2</p> <p>3 I, Kerstin I. Haukebo, a Notary Public within and</p> <p>4 for the State of Minnesota, do hereby certify:</p> <p>5 That the foregoing one hundred and fifteen (115) pages</p> <p>6 contain an accurate transcription of my stenographic</p> <p>7 notes then and there taken.</p> <p>8 I further certify that I am neither related to any</p> <p>9 of the parties or counsel nor interested in this matter</p> <p>10 directly or indirectly.</p> <p>11 WITNESS my hand and seal this 14th day of February,</p> <p>12 2024.</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17 </p> <p>18</p> <p>19 Kerstin I. Haukebo</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>